

**MEGHALAYA BASIN MANAGEMENT AGENCY
(MBMA)**

Shillong, East Khasi Hills, Meghalaya- 793001



**REQUEST FOR EMPANELMENT (RFE)
AGENCY FOR PROVIDING CATERING SERVICES AT MBMA**

RFE No: MBMA/Admin/2023/35

Dated: 7 March 2023

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1 Purpose

The Meghalaya Basin Management Agency (MBMA) is a not-for-profit company incorporated under the Planning Department of the Government of Meghalaya, engaged in the implementation of specialized development projects

MBMA invites Request for Empanelment (RFE) from agencies for providing catering services for the following:

- i. Breakfast/snacks
- ii. Veg/Non-Veg lunch
- iii. Evening snacks

Agencies will be initially empanelled for a period of one (1) year to provide catering services at MBMA. 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.

- i. MBMA reserves the right to reject any or all of the responses to this RFE without assigning any reason
- ii. MBMA takes no responsibility for delay, loss or non-receipt of response to RFE
- iii. MBMA intends to empanel agencies for the supply of Technical Manpower for SCEP.

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 mbdaprocurement@gmail.com	15 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 mbdaprocurement@gmail.com	16 March 2023 At 3:00 PM IST
4.	Publication of pre-bid clarifications and issue of Corrigendum/ Addendum (if any)	18 March 2023
5.	Last date and time for RFE Submission	28 March 2023 15:00 IST
6.	Bid opening Date & Time	28 March 2023 15:30 IST
7.	Date for Shortlisted agencies based on eligibility criteria	To be published on website

3 Background

MBMA will frequently schedule meeting, workshops, trainings, among others and for each event an open quotation need to be published for catering services. In this regard, this is time consuming as most the events are on urgent basis. Hence, to ease the workload

and for proper alignment of processes for catering services. MBMA, decided to empanelled vendors in this regard.

4 Scope of Work

MBMA may empanelled single or multiple vendors for providing catering services. The tentative requirements are as follows:

- i. The empanelment is only for event-based services for meeting requirement of breakfast/lunch/tea/coffee, among others, for various official meetings. The vendor is expected to equip himself with resources and manpower to cater to such requirements
- ii. MBMA will inform the empanelled vendors of such events in advance
- iii. MBMA will require the following category of catering services:
- iv. Breakfast (Standard, VIP, VVIP)
- v. Veg Lunch ((Standard, VIP, VVIP)
- vi. Non-Veg Lunch (Standard, VIP, VVIP)
- vii. High-Tea (Standard, VIP, VVIP)
- viii. Thali (Veg/Non-Veg)
- ix. The vendor is required to provide a sample menu of the items for each category
- x. The maximum events will be held in East Khasi Hills, Shillong. There are cases where events will be held in other districts as well
- xi. The vendor should bear its own expenses related to travelling, transportation and other services
- xii. MBMA will pay only for the food expenses as quoted by the vendor in their quotation
- xiii. The quality of articles of food and beverages and provisions shall be of good standard and should be purchased from approved vendors. Masalas and other spices shall be branded and should have FPO registration. MBMA authorized representatives will have authority to inspect such articles of food and provisions and will have full powers to order discontinuance of use of such articles of food and provision, which are found to be of unsatisfactory standard and on grounds of hygiene
- xiv. The vendor will source gas, utensils, refrigerator, ovens, food ingredients, service staff, labour, among others at their own cost. The serving crockery, cutlery, among others will be provided by the vendor. The staff should have a proper uniform and wear gloves and caps for hygiene
- xv. The Service provider will be responsible for removal of the garbage and must keep the assigned premises clean

5 Eligibility Criteria

Sr	Criteria	Documents to be submitted
1.	Bidder should be a sole proprietorship concern or partnership firm or company registered in India	Certificate of Registration/Partnership Deed/Letter from Dorbar Shnong/District councils
2.	The bidder should furnish valid certificate of GST/PAN Card, other documents like address proof or contact details for future reference required for this purpose	Copy of PAN/GST or/and details of other statutory authority

	purpose	
3.	Bidder should have executed at least two (2) similar catering contracts for reputed organizations like Central/State Governments/Academic Institutions/PSUs /Private sector	Copy of Work Order and a list of agencies with whom the agency has worked in the past [Please see Form 5 in Annexure I]
4.	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
5.	No pending cases or violation of any statutory laws related to illegal activities or financial fraud.	Self- certified letter attested by the authorized signatory
6.	The agency should be based in Shillong	Documentary proof of the address/registration
7.	Sample menu of the category wise of items to be provided. The price list of each item provided should also be mentioned: a) Breakfast (Standard, VIP, VVIP) b) Veg Lunch ((Standard, VIP, VVIP) c) Non-Veg Lunch (Standard, VIP, VVIP) d) High-Tea (Standard, VIP, VVIP) e) Thali (Veg/Non-Veg)	Sample menu with items for each category to be provided

6 Evaluation and Empanelment Procedure

In order to empanel agencies, MBMA will constitute an Evaluation Committee to evaluate the proposals submitted by agencies. During evaluation of proposals, MBMA, 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. MBMA 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 MBMA in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with MBMA and it may ask for meetings with the bidders or may issue in writing/email to seek clarifications or conformations on their proposals
- iii. During the Proposal Evaluation, MBMA 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 MBMA shall evaluate the responses to the RFE and all supporting documents & documentary evidence as mentioned in this section of the RFE
- iv. MBMA 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 hard 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	Bidder should be a sole proprietorship concern or partnership firm or company registered in India	5
2	The bidder must not have been blacklisted/ debarred/ suspended/ banned by any Department of State or Central Governments/ PSUs / NGO/ Private sector	5
3	Bidder should have executed at least two (2) similar catering contracts for reputed organizations like Central/State Governments/Academic Institutions/ PSUs /Private sector. Categorize your work order FY wise (Ref Form 5)	20
4	Bidders are empaneled or working with reputed organizations like Central/State Governments/Academic Institutions/ PSUs /Private sector with Client continuity (Min 2 years without break) in catering services	20
5	Variations in the menu items provided for each category (10 marks/each category) (Sample menu to be provided) <ol style="list-style-type: none"> a) Breakfast (Standard, VIP, VVIP) b) Veg Lunch ((Standard, VIP, VVIP) 	50

	c) Non-Veg Lunch (Standard, VIP, VVIP) d) High-Tea (Standard, VIP, VVIP) e) Thali (Veg/Non-Veg)	
	Total	100

7 Pre-Bid Clarifications

7.1 Bidders Queries

- i. The Bidders will have to ensure that their queries are submitted by 15 March 2023 Before 16:00 IST
- ii. 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 (mbdaprocurement@gmail.com)
- iii. 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.				

- 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, MBMA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does MBMA 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, MBMA 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, MBMA 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. MBMA shall not be responsible for any delay or non-receipt/ non-delivery of the documents. No further correspondence on the subjects will be entertained. MBMA 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 offer 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 Additional Project Director, MBMA
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 28 March 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 Providing Catering Services at MBMA”
- 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. MBMA reserves the right to reject any or all of the responses to this RFE without assigning any reason. MBMA 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. MBMA may terminate the RFE process at any time and without assigning any reason. MBMA 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 MBMA. The bidder's participation in this process may result in MBMA selecting the bidder to engage towards execution of the contract

9.2 Allocation of Work

- i. Mere empanelment with MBMA does not guarantee allocation of work. For every work requirement, MBMA 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 MBMA and events pertaining to its various requirements
- ii. MBMA will ask the empanelled agencies to submit their quotation based on the SOW. MBMA 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. MBMA 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 MBMA
- v. MBMA 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 MBMA and the decision shall be final and binding to all agencies.

9.3 Quality and Deliverable timelines

- i. Delivery should be strictly time-bound which will be define in the 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. MBMA may ask the empanelled agency at any point of time to provide the services at very short notice depending on requirement of work. The empanelled agency(ies) must be available as and when required by MBMA

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

MBMA may at any time, change the requirements by increasing/reducing the quantities by 20% as mentioned in the work order for providing the services, without creating any liability for compensation on any grounds, whatsoever due to this change. In such a case, the agency will have to provide the services in the increased/decreased quantity on pro-rata basis within the stipulated time

9.6 Right to Terminate the Process

MBMA may terminate the RFE process at any time and without assigning any reason. MBMA 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 services by the empanelled agency(ies) as mentioned in the work order, MBMA may impose a penalty of 1% of the work order value as deliverables, maximum of 10% which may be imposed by MBMA. However, If the delay is beyond the terms and conditions defined in the deliverables, MBMA may cancel the work order
- ii. If any of the services performed by the agencies fail to conform to the requirements as mentioned in the work order or in the event of failure of the execution of work due to indifferent (such as inadequate interactions with MBMA), negligent (such as quality of services not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed services) of the Agencies. MBMA will issue a warning and may also decide to abort the empanelment because of such failure

9.8 Payment Schedule

- i. The Competent Authority of MBMA will certify that the job is completed satisfactorily as per the work order. The payment will be made within 15 days after the receipt of the invoice/bill after due verification of the invoice & other supporting documents.
- ii. 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 "MBMA" and the "agency". No partnership shall be constituted between MBMA 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

MBMA 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

MBMA 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). MBMA will reject the application for empanelment, if the agency recommended for empanelment, has been determined by MBMA 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 MBMA 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 MBMA, 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 MBMA 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 MBMA 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 MBMA, designed to establish prices at artificial, non-competitive levels
- vi. MBMA 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

MBMA 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 MBMA on same terms & conditions

10.9 Indemnity

The agencies will indemnify MBMA against any misuse of MBMA name and its entities and logo. For any misuse of MBMA name and such logos, the agency themselves will be held responsible. MBMA will take necessary legal and other actions for such cases. MBMA 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. MBMA reserves the right to withdraw/ terminate empanelment of agency in any of following circumstances
 - d) Agency becomes insolvent, bankrupt, resolution is passed for the winding up of the agency' organization
 - e) Information provided to MBMA is found to be incorrect
 - f) Empanelment conditions are not met within the specified time period
 - g) Misleading claims about the empanelment status are made
 - h) 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 MBMA then it may invoke any or all of the following clause:
 - f) Forfeit the Performance Bank Guarantee/ FDR/ Draft submitted to MBMA as EMD/Security deposit
 - g) Terminate the contract without any liability of MBMA towards the empanelled agency
 - h) Amendment at any time prior to deadline for submission of applications, MBMA 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 MBMA, but an invitation to receive responses from eligible interested agencies as catering services agencies for MBMA. MBMA 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 MBMA is not provided by the agency (ies), MBMA 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 MBMA 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

- iii. The Agency is obliged to work closely with the MBMA's staff, act within its own authority and abide by directives issued by the MBMA
- iv. The Agency will abide by the job safety measures prevalent in India and will free MBMA 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 MBMA responsible or obligated
- v. 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. MBMA 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 MBMA & 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 MBMA 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 Nodal Officer in this regard shall be final

10.16 Termination of the Contract

- i. MBMA, 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 MBMA 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 MBMA
- ii. If the Bidder fails to provide the catering services 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	Bid Security Declaration (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		
8	Project Experience details and documentary evidences (as per Form 5)		
10	Self-certified letter attested by the authorized signatory for non-debarment (as per Form 6)		

Note: All documents including annexure must be properly marked, signed and sealed and placed in the above-mentioned order.

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:

Additional Project Director,
Meghalaya Basin Development Authority (MBMA)
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 MBMA 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 MBMA to inspect our records to ascertain the above facts. I permit MBMA to cross check the above facts from any other source.

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

I will abide by the decision of MBMA 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:

Additional Project Director,
Meghalaya Basin Development Authority (MBMA)
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 MBMA (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- MBMA) in favour of Additional Project Director, Meghalaya Basin Development Authority (MBMA), 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: Bidders Information

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 Office/location with contact details (Phone, Fax, e-mail etc.)	

7.	Complete Address with contact details (Phone, Fax, e-mail etc.) of each regional office	
8.	Experience	Form 5
9.	Certificate for No debarment/non blacklisting	Form 6

SIGNATURE -

Authorized Signatory

Date:

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

11.5 Form 5: Experience

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

11.6 Form 6: 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)