

MEGHALAYA BASIN DEVELOPMENT AUTHORITY

(MBDA)

Office of the State Project Management Unit, MegARISE, RDL Building, Springside, Lumsohphoh, Nongthymmai, Shillong, Meghalaya – 793014.



Website: <u>https://megarise.in</u>

Email: megarise.spmu24@gmail.com

MEGHALAYA BASIN DEVELOPMENT AUTHORITY

(MBDA)

Protection of Vulnerable Catchment Areas in Meghalaya (MegARISE)

Financed under

German Financial Cooperation with India

BMZ-Nos. 2015 67 643(Loan) and 2015 67 650 (Grant)

REQUEST FOR QUOTATION

for

Procurement of Saplings for the Year 2025 in Ganol & Umiew Catchments under MegARISE

RFQ No.: MBDA/MegARISE/2025-26/G-14/

Procurement No: G14-

Date of Issue: 28th May, 2025

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Section I: Letter of Invitation

Procurement of Saplings for the Year 2025 in Ganol & Umiew Catchments under MegARISE

RFQ No.: MBDA/MegARISE/2025-26/G-14/

Date: 28th May, 2025

Dear Sir/Madam,

- The Government of Meghalaya hereinafter called "Meghalaya Basin Development Authority (MBDA)", has received financing from KfW towards the cost of the "Protection of Vulnerable Catchment Areas in Meghalaya" Project, hereinafter called "MegARISE", and intends to apply part of the proceeds towards eligible payments under the contract for which this Request for Quotation (RfQ) is issued.
- Meghalaya Basin Development Authority (MBDA) now invites sealed price quotations from eligible suppliers (refer to Section III. Clause No. 3 for eligibility criteria) for the supply and delivery of the items mentioned in the Table 1 (refer to <u>Section IX: Schedule of Technical</u> <u>Specifications of Goods</u>):
- 3. Quotations must be in a sealed envelope for both price and technical offer, clearly marked with the inscription:

"Procurement of Saplings for the Year 2025 in Ganol & Umiew Catchments under MegARISE"

RFQ No.: MBDA/MegARISE/2025-26/G-14/

Addressed to:

Meghalaya Basin Development Authority (MBDA)

Procurement Division RDL Building, 3rd Floor, Springside Opposite HP Office Lumsohphoh, Nongthymmai – 793014

- The deadline for receipt of your sealed quotation is 06th June 2025 by 1600 Hrs. (IST). Quotations will be opened on 06th June 2025 at 1630 Hrs. All late submissions will be rejected outright.
- 5. All bids must be accompanied by the following documents. Offers with incomplete documents will be rejected:
 - a) Declaration of Undertaking (Section V)
 - b) Form of Quotation (Section VI)
 - c) List of Goods and Price Schedule (Section VIII)
 - d) Schedule of Technical Specifications of Goods Offered (Section IX)
 - e) A copy of company's business registration/trading license
 - f) GST Registration Certificate

- 6. Copies of at least 3 Supply Orders (irrespective of number of lots quoted by the bidder) of supplying similar products to any Government/Semi-Government/PSU in the State of Meghalaya within the last 5 years as of the submission deadline of the quotation. Tenderers are required to complete the quotation Form and Price Schedule on their company's letter head in the formats provided in Section VI and VIII of the bid documents.
- Quotation shall be fixed and presented in Indian Rupees. Price Quotations shall indicate any discount separately. The financial evaluation will be based on the price quotation per item. The final financial evaluation will consider the economically most advantageous offer for all items.
- 8. Price quotations will indicate all applicable taxes separately.
- 9. Tenders shall be valid for **sixty (60) days** from the date of tender submission.
- 10. Tenderers are requested to bid for any of the lots.
- 11. The items shall be delivered to the Recipient within **10 days** from the date of Contract Signature.
- 12. 100% payment of the contract price will be paid within thirty (30) days after full delivery of all the items and accepted by the Purchaser and the Recipient.
- 13. A Tender Security or Insurance bond is not required.
- 14. When preparing their quotations, tenderers shall be guided by the Instructions and Conditions of supply in Section III.
- 15. Requests for clarifications shall be submitted within two (2) days after the date of Issuing of Tender Notice to the address: <u>kfwmbdaprocurement@gmail.com</u>

Yours sincerely

Sd/-

Additional Project Director MegARISE, MBDA

Section II: Pre-selected Firms

Not Applicable

Procurement of Saplings for the Year 2025 in Ganol & Umiew Catchments under MegARISE RFQ No.: MBDA/MegARISE/2025-26/G-14/

1.	Rules of the procurement	The rules of this procurement and the selection of the firm for the supply of the goods will be made in accordance with the KfW "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries". The latest version of these KfW Guidelines can be downloaded
		from KfW's website under: https://www.kfw-entwicklungsbank.de/PDF/Download- Center/PDF-Dokumente-Richtlinien/Vergaberichtlinien-2019- Englisch-Internet_2.pdf.
2.	Context of the requirement	Procurement of Saplings for the Year 2025 in Ganol & Umiew Catchments under MegARISE
3.	Eligibility criteria to participate in public procurement	 The suppliers established in India shall: a.) be in conformity with the provisions of the law and b.) have fulfilled their obligations with regard to the payment of duties and taxes and c.) are generally eligible as per KfW Eligibility Criteria (Section IV). d.) have no conflict of interest as per article 1.3.3 of KfW´s Procurement Guidelines. In particular
		 e.) not being owned or controlled by the purchaser; f.) not having business or family relationship with Purchaser's staff involved in the procurement process or the supervision of the resulting contract; g.) not being associated with the firm that prepared the design, and specifications of the contract that is subject of this procurement; h.) not having the same legal representative as another bidder. i.) shall observe the highest standard of ethics and respect social as well environmental standards during the procurement process and contract implementation as set forth in Section IV a – KfW Policy Sanctionable Practice – Social and Environmental Responsibility. KfW will reject a proposal for award, and will impose sanctions on parties involved, if it determines that the bidder recommended for award or any other party, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract. j.) Copies of at least 3 Supply Orders (irrespective of number of lots quoted by the bidder) of supplying similar products to any Government/Semi-Government/PSU in the State of

	 Meghalaya within the last 5 years as of the submission deadline of the quotation. With regards to the supply and delivery kindly note the following: k.) All the Goods and Related Services to be supplied under the contract and financed by KfW shall have their origin in any country in accordance with Section IV – KfW Eligibility Criteria
4. Pre-selected firms	N/A
5. Clarifications	Requests for clarifications shall be submitted within two (2) days after the date of Issuing of Tender Notice to the address: kfwmbdaprocurement@gmail.com
6. Submission of quotation	Quotations shall be submitted in 1 original quotation enclosed in a sealed envelope, clearly marked with the inscription:
	 "Procurement of Saplings for the Year 2025 in Ganol & Umiew Catchments under MegARISE" RfQ No: MBDA/MegARISE/2025-26/G-14/ and must be sent or delivered to the address: Meghalaya Basin Development Authority (MBDA) Procurement Division RDL Building, 3rd Floor, Springside Opposite HP Office Lumsohphoh, Nongthymmai – 793014
7. Submission deadline for	Date: No later than 06 th June, 2025 by 1600 Hrs.
the quotation	Any quotations received after the deadline prescribed in this section will be rejected and returned unopened to the bidder.
8. Opening of quotations	The opening will be held on 06 th June, 2025 at 1630 Hrs. at Meghalaya Basin Development Authority (MBDA), Procurement Division, RDL Building, 3rd Floor, Springside Opposite HP Office, Lumsohphoh, Nongthymmai – 793014, office in the presence of the Bid Evaluation Committee and the bidders' representatives who prefer to attend.
9. Period of validity of quotation	60 Days (starting from submission date)

10. Documents comprising	Each bidder shall submit only one quotation
10. Documents comprising the quotation	 Each bidder shall submit only one quotation. Quotations submitted by the bidders shall comprise the following documents: a.) Declaration of Undertaking (Section V) b.) Form of Quotation (Section VI) c.) List of Goods and Price Schedule (Section VIII) d.) Schedule of Technical Specifications of Goods Offered (Section IX) e.) Company's Business registration/trading license f.) GST Registration Certificate g.) Copies of at least 3 Supply Orders (irrespective of number of lots quoted by the bidder) of supplying similar products to any Government/Semi-Government/PSU in the State of Meghalaya within the last 5 years as of the submission deadline of the quotation. Incomplete offers will be rejected.
11. Brief description of the required goods	As per Table 1
(Technical details in Section IX)	
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	Indian Rupee (INR) ₹
14. Bid prices	 The Bidder shall indicate, on the appropriate Price Schedule attached to these documents (Section VIII), the total Bid Price quoted CIP (Carriage and Insurance Paid To) for goods, transport and insurance to the named place of destination (specified in No. 23), excluding the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the goods already imported. 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 shall prevail and the total price shall prevail and the total price shall prevail and the total price shall be corrected.
15. Taxes on price quotation	Quotation must be exclusive of any Taxes. Applicable taxes shall be quoted separately.

	Expenditure Claims under the Project will be exclusive of taxes and						
	will be borne by the MBDA.						
16. Partial quotations	 Not permitted (quotations must include all lots in this RFQ) Permitted (quotations can exclude some lots in this RFQ) 						
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	• A quotation is considered substantially responsive if it meets the requirements listed in No. 10 without material deviation, reservation, or omission. Non-responsive offers will be rejected.						
	 The <u>technical evaluation</u> shall be carried out by an evaluat of compliance to confirm that all requirements of Section Technical Specifications have been met without any mater deviation or reservation, or omission. 						
	• The <u>financial evaluation</u> will be carried out Lot Wise. The lowest price offered by the bidder for each lot shall be declared as the L1 bidder for the particular lot.						
	• The financial evaluation will be evaluated on the net prices without the GST rate.						
20. Award of contract	• The Purchaser will award the Contract to the successful Bidder lot wise, whose bid has been determined to be administratively and technical compliant and has been determined as the lowest evaluated bid.						
21. Notification of award	• 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	 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 RFQ Document, incorporating all agreements between the parties. Within two (2) 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 						
	to the Purchaser. The contract will become effective only upon return of the signed Contract Agreement.						

23. Recipient and delivery location of goods	Recipient of goods: Refer: Section VII: Schedule of Requirements
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Section IV: Eligibility Criteria

Eligibility in KfW-Financed Procurement

- 1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
- 2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:
 - 2.1. are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;
 - 2.2. have been
 - (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - (b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;
 - 2.3. have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged, and the dispute resolution is still pending or has not confirmed a full settlement against them;
 - 2.4. have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA's country;
 - 2.5. are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or
 - 2.6. have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.
- 3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW's satisfaction, through all relevant documents, including its charter and other information KfW may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state,

can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Section IV a - KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

1) Sanctionable Practice

The PEA and the Contractors (including all members of a Joint Venture and proposed or engaged Subcontractors) must observe the highest standard of ethics during the Tender Process and performance of the Contract.

By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA's detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract, and to have them audited by auditors appointed by KfW.

KfW reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (b) declare misprocurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

KfW defines, for the purposes of this provision, the terms set forth below as follows:

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.
Fraudulent Practice	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.

- Obstructive Practice Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.
- Sanctionable Practice Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

2) Social and Environmental Responsibility

Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence) Contractors in KfW-financed projects shall consequently undertake in the respective Contracts to:

- a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation1 (ILO) and international environmental treaties and;
- b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

¹ In case ILO conventions have not been fully ratified or implemented in the Employer's country the

Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

Declaration of Undertaking

Reference name of the Application/Offer/Contract:

("Contract")

To:

("Project Executing Agency")

- We recognize and accept that KfW only finances projects of the Project Executing Agency ("PEA") subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
- 2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganization or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction);
 - 2.4) 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;
 - 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (contractors based in Annex 1 countries (https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed

as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity);

- 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website http://www.worldbank.org/debarr or respectively on the relevant list of any other multilateral development bank (in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or
- 2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.
- 3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
 - 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.3) 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 PEA;
 - 3.4) 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 PEA;
 - 3.5) 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;
- 4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
- 5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
- 6. In the context of the Tender Process and performance of the corresponding Contract:
 - 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice 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;
 - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

- 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.
- 7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.
- 8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case, for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: ______ In the capacity of: ______

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

Signature:

Dated:

DECLARATION OF TAX CONFORMITY – BINDING CONFIRMATION FOR LEGAL PERSONS

Name of company

I hereby confirm with my signature that:

- 1. I am authorised to make this declaration on behalf of the above company;
- 2. The company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
- 3. The company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
- 4. The company will duly pay taxes that may arise from the provision of contracted services;
- 5. All information and statements provided in advance are complete, accurate in terms of content and currently correct.

.....

.....

(Place)

(Date)

(Name of the Authorised person)

.....

(Signature(s))

Declaration of tax conformity - binding confirmation for natural persons

I hereby confirm with my signature that:

- 1. I make this declaration in my name/on my own account;
- 2. I duly pay taxes that I am obliged to pay under the tax law of my country of residence;
- 3. I am not currently involved in tax law court proceedings, nor have I been in the past;
- 4. I will duly pay taxes that may arise from the provision of contracted services;
- 5. I have filled in all the information and statements of this confirmation in full, accurately in terms of content and that they are up to date at this time.

.....

•••••

(Place)

(Date)

.....

(Name of the person)

Section VI: 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 Saplings for the Year 2025 in Ganol & Umiew Catchments under MegARISE

RFQ No.: MBDA/MegARISE/2025-26/G-14/

We refer to your RFQ 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 Quotation 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 III Clause No. 3

The validity period of our quotation is: ______ days.

Until a formal Contract is prepared and executed, this quotation, 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 Quotation you receive.

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

Authorized Signature: _____

Name and Title of Signatory: _____

Section VII: Schedule of Requirements

1) Supply of Goods & warranty:

- 1. Each seedling must have a height of Eighteen (18) inch above and less than one (1) meter
- 2. Every seedling must contain in a polybag (size-5*7)
- 3. Seedlings should be mature and healthy
- 4. Percentage of healthy seedlings should be at least 100%
- 5. Unloading to be done and borne by the supplier
- 6. In case of spoilage during transport and unloading, seedlings should be replaced

2) Recipient of Goods (Place of Delivery and Quantity):

Note: Refer to Table 1 Section IX: Schedule of Technical Specifications of Goods

Section VIII: Price Schedule of Goods

	D								
	RFQ. No.: [Insert]								
	Page [Inserts] of [Insert]								
1	2	3	4	5	6	7	8		
Line Item No.	Description of Goods*	Country of Origin	Delivery Time in Days at named place of CIP destination [Insert final destination(s) in the Purchaser's country]	Quantity and Physical unit (Nos.)	CIP Unit Price & Currency excluding Custom Duties and Import Taxes paid, in accordance with Section I No. 14	Sales and other taxes paid or payable if Contract is awarded.	Currency & Total Price per line item (Col. 5 x 6)		
Lot# 1									
Lot# 2									
Lot #3									
Lot #51									
	Total Price (including currency) CIP plus local s	services (if any) <i>[Inse</i>	ert name of P	urchaser's Countrv1				

Name of Bidder:

Signature of Bidder

Date:

*Description of goods to be provided along with the warranty

Section IX: Schedule of Technical Specifications of Goods

<u> Table 1</u>

Lot #	Name of Saplings	Quan tity	Unit	Specifications	Delivery Address	Delivery Period
	Betula alnoides	882	Nos			
	Castanopsis purpurea/Khasia badam	882	Nos	1. Each seedling must have a height of Eighteen (18) inch above and		
	Cryptomeria japonica	882	Nos	less than one (1) meter 2. Every seedling must contain in a		
Lot	Grevillea robusta	882	Nos	polybag (size-5*7) 3. Seedlings should be mature and healthy	Community Hall, Nongthymmai- Lumthangding, East Khasi Hills, 793015	
#1	Prunus cerasoides	882	Nos	 4. Percentage of healthy seedlings should be at least 100% 5. Unloading to be done and borne by the supplier 6. In case of spoilage during transport and unloading, seedlings should be replaced 		10 Days
	Prunus nepalensis	882	Nos			
	Castanopsis indica/Kwai cha, Dieng Sohot, Dieng-ka-sut /Dieng sarag /Chhakkhu- khokrak, chako/Hingori	882	Nos			
	Prunus cerasoides/Cherry Blossom	882	Nos			
	Betula alnoides	32	Nos	 Each seedling must have a height of Eighteen (18) inch above and less than one (1) meter Every seedling must contain in a polybag (size-5*7) Seedlings should be mature and 		
Lot	Castanopsis purpurea/Khasia badam	32	Nos		Community Hall, 12th Mer, East Khasi Hills,793015	10 Dovo
#2	Cryptomeria japonica	32	Nos			10 Days
	Grevillea robusta	32	Nos	healthy 4. Percentage of healthy seedlings		

Lot #	Name of Saplings	Quan tity	Unit	Specifications	Delivery Address	Delivery Period
	Prunus cerasoides	32	Nos	should be at least 100% 5. Unloading to be done and borne		
	Prunus nepalensis	32	Nos	by the supplier 6. In case of spoilage during		
	Castanopsis indica/Kwai cha, Dieng Sohot, Dieng-ka-sut /Dieng sarag /Chhakkhu- khokrak, chako/Hingori	32	Nos	transport and unloading, seedlings should be replaced		
	Prunus cerasoides/Cherry Blossom	32	Nos			
			1			
	Betula alnoides	1812	Nos	4. Each and all an annual barra a bai's bit		
	Castanopsis purpurea/Khasia badam	1812	Nos			
	Cryptomeria japonica	1812	Nos			10 Days
Lot	Grevillea robusta	1812	Nos		Community Hall,	
#3	Prunus cerasoides	1812	Nos		Swer, East Khasi Hills, 793111	
	Prunus nepalensis	1812	Nos	5. Unloading to be done and borne by the supplier		
	Castanopsis indica/Kwai cha, Dieng Sohot, Dieng-ka-sut /Dieng sarag /Chhakkhu- khokrak, chako/Hingori	1812	Nos	6. In case of spoilage during transport and unloading, seedlings should be replaced		
	Prunus cerasoides/Cherry Blossom	1812	Nos			
Lot	Betula alnoides	930	Nos	1. Each seedling must have a height of Eighteen (18) inch above and	Community Hall,	10 Davia
#4	Castanopsis purpurea/Khasia badam	930	Nos	less than one (1) meter 2. Every seedling must contain in a	Laitkynsew Laitkroh, East	10 Days

Lot #	Name of Saplings	Quan tity	Unit	Specifications	Delivery Address	Delivery Period
	Cryptomeria japonica	930	Nos	polybag (size-5*7) 3. Seedlings should be mature and	Khasi Hills, 793108	
	Grevillea robusta	930	Nos	4. Percentage of healthy seedlings		
	Prunus cerasoides	930	Nos	should be at least 100% 5. Unloading to be done and borne		
	Prunus nepalensis	930	Nos	by the supplier 6. In case of spoilage during transport and unloading, seedlings		
	Castanopsis indica/Kwai cha, Dieng Sohot, Dieng-ka-sut /Dieng sarag /Chhakkhu- khokrak, chako/Hingori	930	Nos	should be replaced		
	Prunus cerasoides/Cherry Blossom	930	Nos			
	Betula alnoides	1654	Nos			
	Castanopsis purpurea/Khasia badam	1654	Nos	1. Each seedling must have a height of Eighteen (18) inch above and		
	Cryptomeria japonica	1654	Nos	 less than one (1) meter 2. Every seedling must contain in a polybag (size-5*7) 3. Seedlings should be mature and backtory 	Community Hall, Dongiewrim(Maw	
Lot	Grevillea robusta	1654	Nos		Dongiewrim(Maw	
Lot #5	Grevillea robusta Prunus cerasoides	1654 1654	Nos Nos	healthy 4. Percentage of healthy seedlings	Dongiewrim(Maw phlang), East Khasi Hills,	10 Days
	Prunus cerasoides Prunus nepalensis			healthy 4. Percentage of healthy seedlings should be at least 100% 5. Unloading to be done and borne	Dongiewrim(Maw phlang), East	10 Days
	Prunus cerasoides	1654	Nos	healthy 4. Percentage of healthy seedlings should be at least 100%	Dongiewrim(Maw phlang), East Khasi Hills,	10 Days

Lot #	Name of Saplings	Quan tity	Unit	Specifications	Delivery Address	Delivery Period
	Aquilaria malaccensis	297	Nos			10days
	Artocarpus heterophyllus	297	Nos			
	Baccaurea ramiflora	297	Nos			
	Bischofia javanica	297	Nos			
	Chickrassia tabularis	297	Nos	1. Each seedling must have a height		
	Cinnamomum zeylanicum	297	Nos	of Eighteen (18) inch above and less than one (1) meter 2. Every seedling must contain in a polybag (size-5*7) 3. Seedlings should be mature and healthy 4. Percentage of healthy seedlings should be at least 100% 5. Unloading to be done and borne by the supplier	Community Hall, Wadagre, South West Garo Hills - 794115	
	Citrus × paradisi	297	Nos			
Lot#	Citrus bergamia	297	Nos			
6	Citrus limetta	297	Nos			
	Citrus sinensis	297	Nos			
	Clerodendrum colebrookianum	297	Nos	6. In case of spoilage during transport and unloading, seedlings		
	Duabanga grandiflora	297	Nos	should be replaced		
	Elaeocarpus floribundus	297	Nos			
	Eugenia claviflora	297	Nos			
	Ficus hispida	297	Nos			
	Gmelina arborea	297	Nos			

Lot #	Name of Saplings	Quan tity	Unit	Specifications	Delivery Address	Delivery Period
	Haldina cordifolia	297	Nos			
	Litchi chinensis	297	Nos			
	Mangifera indica	297	Nos			
	Mesua ferrea	297	Nos			
	Michelia champaca	297	Nos			
	Musa sp.	297	Nos			
	Parkia speciosa	297	Nos			
	Piper nigrum	297	Nos			
	Prunus cerasoides	297	Nos			
	Psidium guajava	297	Nos			
	Santalum album	297	Nos			
	Shorea robusta	297	Nos			
	Syzygium cumini	297	Nos			
	Terminalia chebula	297	Nos			
	Toona ciliata	297	Nos			
		T				
Lot #7	Ananas comosus Pineapple	3940	Nos	1. Each seedling must have a height of Eighteen (18) inch above and	Community Hall, Dabakgre, West	10days

Lot #	Name of Saplings	Quan tity	Unit	Specifications	Delivery Address	Delivery Period
	Banana Sucker	1158	Nos	less than one (1) meter 2. Every seedling must contain in a	Garo Hills- 794105	
	Chilli (Gms)	2750	Gms	polybag (size-5*7) 3. Seedlings should be mature and		
	Duabanga Grandiflora Bolchim	128	Nos	healthy 4. Percentage of healthy seedlings		
	Gmelina arborea Gamari	233	Nos	should be at least 100% 5. Unloading to be done and borne by the supplier		
	NFP Seeds (Kgs)	6	Kgs	6. In case of spoilage during transport and unloading, seedlings		
	Psidium guajava Guava	293	Nos	should be replaced		
	Theobroma cacao Cocoa Grafted Seedling	2599	Nos			
	Toona ciliata Poma	954	Nos			
	Turmeric Curcuma longa (Kgs)	1376	Kgs			
	1		1	1		
	Burmese Grapes Gasampe	203	Nos	1. Each seedling must have a height of Eighteen (18) inch above and	Community Hall,	
	Cinnamomum tamala Tej patta	75	Nos	less than one (1) meter 2. Every seedling must contain in a		
	Citrus reticulata / sinensis Orange Komila	754	Nos	polybag (size-5*7) 3. Seedlings should be mature and		
Lot #8	Duabanga Grandiflora Bolchim	1504	Nos	healthy 4. Percentage of healthy seedlings	Dabakgre, West Garo Hills-	10days
	Litchi (grafted) Letchu	635	Nos	 should be at least 100% 5. Unloading to be done and borne by the supplier 6. In case of spoilage during transport and unloading, seedlings should be replaced 	794105	
	Maize (Kgs)	73	Kgs			
	Theobroma cacao Cocoa Grafted Seedling	378	Nos			

Lot #	Name of Saplings	Quan tity	Unit	Specifications	Delivery Address	Delivery Period
	Turmeric Curcuma longa (Kgs)	2720	Nos			
	Ananas comosus Pineapple	5229	Nos			
	Burmese Grapes Gasampe	214	Nos			
	Chilli (Gms)	605	Gms			
	Citrus bergamia/jamulboni Lemon Kachee Kakji	65	Nos			
	Citrus reticulata / sinensis Orange Komila	203	Nos	1. Each seedling must have a height of Eighteen (18) inch above and	Community Hall, Romba Adinggre, West Garo Hills- 794002	10days
	Duabanga Grandiflora Bolchim	437	Nos	 less than one (1) meter 2. Every seedling must contain in a polybag (size-5*7) 3. Seedlings should be mature and healthy 4. Percentage of healthy seedlings 		
	Gmelina arborea Gamari	152	Nos			
Lot #9	Litchi (grafted) Letchu	118	Nos			
	Maize (Kgs)	18	Kgs	should be at least 100% 5. Unloading to be done and borne		
	Mangifera indica Mango	22	Nos	by the supplier 6. In case of spoilage during		
	Michelia champaca Champaca	60	Nos	transport and unloading, seedlings should be replaced		
	NFP Seeds (Kgs)	1	Kgs			
	Parkia roxburghii/speciosa Teko/Ganangkap, Awilgap, laongchak, Eongchak/Amelgap/Aoelgap	53	Nos			
	Piper nigrum Black pepper	1045	Nos			

Lot #	Name of Saplings	Quan tity	Unit	Specifications	Delivery Address	Delivery Period
	Psidium guajava Guava	64	Nos			
	Toona ciliata Poma	150	Nos			
	Turmeric Curcuma longa (Kgs)	809	Kgs			
	Ananas comosus Pineapple	651	Nos			
	Banana Sucker	947	Nos			10days
	Cinnamomum tamala Tej patta	53	Nos		Community Hall, Tosekgre, West Garo Hills- 794002	
	Citrus bergamia/jamulboni Lemon Kachee Kakji	155	Nos	 Each seedling must have a height of Eighteen (18) inch above and less than one (1) meter Every seedling must contain in a polybag (size-5*7) Seedlings should be mature and healthy Percentage of healthy seedlings should be at least 100% Unloading to be done and borne by the supplier In case of spoilage during transport and unloading, seedlings should be replaced 		
	Citrus jamulboni/Assam lemon	58	Nos			
	Citrus reticulata / sinensis Orange Komila	280	Nos			
Lot #10	Duabanga Grandiflora Bolchim	966	Nos			
	Litchi (grafted) Letchu	168	Nos			
	Maize (Kgs)	26	Kgs			
	NFP Seeds (Kgs)	2	Kgs			
	Prunus Domestica Dieng Soh Plum Bol- mangsa Soh plum	58	Nos			
	Theobroma cacao Cocoa Grafted Seedling	1788	Nos			
	Turmeric Curcuma longa (Kgs)	1223	Kgs			

Lot #	Name of Saplings	Quan tity	Unit	Specifications	Delivery Address	Delivery Period
	Ananas comosus Pineapple	12878 4	Nos			
	Banana Sucker	333	Nos			
	Cinnamomum tamala Tej patta	239	Nos	1. Each seedling must have a height of Eighteen (18) inch above and		
	Citrus reticulata / sinensis Orange Komila	580	Nos	less than one (1) meter 2. Every seedling must contain in a		
	Duabanga Grandiflora Bolchim	9331	Nos	polybag (size-5*7) 3. Seedlings should be mature and	Community Hall, Aguragre, West Garo Hills- 794002	10days
Lot #11	Gmelina arborea Gamari	762	Nos	 healthy 4. Percentage of healthy seedlings should be at least 100% 5. Unloading to be done and borne by the supplier 6. In case of spoilage during transport and unloading, seedlings should be replaced 		
	Litchi (grafted) Letchu	442	Nos			
	Maize (Kgs)	50	Kgs			
	Piper nigrum Black pepper	4410	Nos			
	Theobroma cacao Cocoa Grafted Seedling	9717	Nos			
	Turmeric Curcuma longa (Kgs)	1892	Kgs			
		[
	Ananas comosus Pineapple	4092	Nos	1. Each seedling must have a height of Eighteen (18) inch above and		
Lot	Banana Sucker	1106	Nos	less than one (1) meter 2. Every seedling must contain in a	Community Hall, Waram Asim, West Garo Hills- 794002	10days
#12	Chukrasia tabularis/Kilmakilte/Kuma	41	Nos	polybag (size-5*7) 3. Seedlings should be mature and		Toudys
	Citrus bergamia/jamulboni Lemon Kachee Kakji	26	Nos	healthy 4. Percentage of healthy seedlings		

Lot #	Name of Saplings	Quan tity	Unit	Specifications	Delivery Address	Delivery Period
	Citrus reticulata / sinensis Orange Komila	26	Nos	should be at least 100% 5. Unloading to be done and borne		
	Duabanga Grandiflora Bolchim	1569	Nos	by the supplier 6. In case of spoilage during		
	Gmelina arborea Gamari	1190	Nos	transport and unloading, seedlings should be replaced		
	Litchi (grafted) Letchu	20	Nos			
	Maize (Kgs)	2	Kgs			
	Piper nigrum Black pepper	5529	Nos			
	Theobroma cacao Cocoa Grafted Seedling	6440	Nos			
	Toona ciliata Poma	154	Nos			
	Turmeric Curcuma longa (Kgs)	84	Kgs			
	Γ		1			
	Ananas comosus Pineapple	32261	Nos	1. Each seedling must have a height of Eighteen (18) inch above and		
	Banana Sucker	2079	Nos	less than one (1) meter 2. Every seedling must contain in a		
	Broom (Rhizomes)	2496	Nos	polybag (size-5*7) 3. Seedlings should be mature and	Community Hall,	
Lot #13	Burmese Grapes Gasampe	872	Nos	healthy 4. Percentage of healthy seedlings should be at least 100% 5. Unloading to be done and borne by the supplier 6. In case of spoilage during transport and unloading, seedlings should be replaced	Asanang, West Garo Hills- 794002	10days
	Cinnamomum tamala Tej patta	568	Nos			
	Citrus bergamia/jamulboni Lemon Kachee Kakji	633	Nos			
	Citrus reticulata / sinensis Orange Komila	892	Nos			

Lot #	Name of Saplings	Quan tity	Unit	Specifications	Delivery Address	Delivery Period
	Duabanga Grandiflora Bolchim	2092	Nos			
	Gmelina arborea Gamari	93	Nos			
	Litchi (grafted) Letchu	662	Nos			
	Maize (Kgs)	91	Kgs			
	Mangifera indica Mango	82	Nos			
	NFP Seeds (Kgs)	6	Kgs			
	Parkia roxburghii/speciosa Teko/Ganangkap, Awilgap, laongchak, Eongchak/Amelgap/Aoelgap	154	Nos			
	Piper nigrum Black pepper	5756	Nos			
	Theobroma cacao Cocoa Grafted Seedling	1918	Nos			
	Toona ciliata Poma	0	Nos			
	Turmeric Curcuma longa (Kgs)	3739	Kgs			
	Ananas comosus Pineapple	11011	Nos	1. Each seedling must have a height of Eighteen (18) inch above and	Community Hall,	
Lot #14	Citrus reticulata / sinensis Orange Komila	116	Nos	less than one (1) meter 2. Every seedling must contain in a	Chibra Agal, West Garo Hills-	10days
	Duabanga Grandiflora Bolchim	830	Nos	polybag (size-5*7) 3. Seedlings should be mature and	794002	

Lot #	Name of Saplings	Quan tity	Unit	Specifications	Delivery Address	Delivery Period
	Gmelina arborea Gamari	43	Nos	healthy 4. Percentage of healthy seedlings		
	Litchi (grafted) Letchu	88	Nos	should be at least 100% 5. Unloading to be done and borne		
	Maize (Kgs)	10	Kgs	by the supplier 6. In case of spoilage during transport and unloading, seedlings		
	Piper nigrum Black pepper	294	Nos	should be replaced		
	Turmeric Curcuma longa (Kgs)	378	Nos			
		10928	Nos			
	Ananas comosus Pineapple			 Each seedling must have a height of Eighteen (18) inch above and less than one (1) meter Every seedling must contain in a polybag (size-5*7) Seedlings should be mature and healthy Percentage of healthy seedlings should be at least 100% Unloading to be done and borne by the supplier In case of spoilage during transport and unloading, seedlings should be replaced 	Community Hall, Sangchonggre, West Garo Hills- 794105	
	Banana Sucker	328	Nos			
	Citrus bergamia/jamulboni Lemon Kachee Kakji	775	Nos			10days
	Citrus reticulata / sinensis Orange Komila	450	Nos			
	Duabanga Grandiflora Bolchim	1911	Nos			
Lot #15	Ginger (Kgs)	118	Kgs			
	Gmelina arborea Gamari	325	Nos			
	Litchi (grafted) Letchu	342	Nos			
	Maize (Kgs)	38	Kgs			
	Moringa pterygosperma/oleifera Sojna, Sojina	29	Nos			
	NFP Seeds (Kgs)	5				

Lot #	Name of Saplings	Quan tity	Unit	Specifications	Delivery Address	Delivery Period
	Piper nigrum Black pepper	2227	Nos			
	Tectona grandis Teak/Bol Segun	61	Nos			
	Theobroma cacao Cocoa Grafted Seedling	707	Nos			
	Turmeric Curcuma longa (Kgs)	2636	Kgs			
			1			
	Ananas comosus Pineapple	11309	Nos			
	Banana Sucker	1457	Nos		Community Hall, Agilanggre, West Garo Hills- 794002	
	Broom (Rhizomes)	1282	Nos	 Each seedling must have a height of Eighteen (18) inch above and less than one (1) meter Every seedling must contain in a polybag (size-5*7) Seedlings should be mature and healthy Percentage of healthy seedlings should be at least 100% 		
	Burmese Grapes Gasampe	129	Nos			
	Cinnamomum tamala Tej patta	153	Nos			
Lot	Citrus bergamia/jamulboni Lemon Kachee Kakji	122	Nos			10days
#16	Citrus reticulata / sinensis Orange Komila	517	Nos			10days
	Duabanga Grandiflora Bolchim	985	Nos	5. Unloading to be done and borne by the supplier		
	Gmelina arborea Gamari	70	Nos	6. In case of spoilage during transport and unloading, seedlings should be replaced		
	Litchi (grafted) Letchu	275	Nos			
	Maize (Kgs)	44	Kgs			
	Mangifera indica Mango	70	Nos			

Lot #	Name of Saplings	Quan tity	Unit	Specifications	Delivery Address	Delivery Period
	Michelia champaca Champaca	87	Nos			
	Parkia roxburghii/speciosa Teko/Ganangkap, Awilgap, laongchak, Eongchak/Amelgap/Aoelgap	62	Nos			
	Piper nigrum Black pepper	482	Nos			
	Toona ciliata Poma	40	Nos			
	Turmeric Curcuma longa (Kgs)	1179	Kgs			
		1	1			
	Ananas comosus Pineapple	20433	Nos			
	Banana Sucker	109	Nos	1. Each seedling must have a height		
	Citrus jamulboni/Assam lemon	0	Nos	of Eighteen (18) inch above and less than one (1) meter	Community Hall, Edenbari, West	
	Citrus reticulata / sinensis Orange Komila	101	Nos	2. Every seedling must contain in a polybag (size-5*7)		10days
Lot	Duabanga Grandiflora Bolchim	1288	Nos	3. Seedlings should be mature and healthy		
#17	Gmelina arborea Gamari	86	Nos	4. Percentage of healthy seedlings should be at least 100%	Garo Hills, 794002	
	Litchi (grafted) Letchu	77	Nos	 Unloading to be done and borne by the supplier 		
	Maize (Kgs)	9	Kgs	6. In case of spoilage during transport and unloading, seedlings		
	Piper nigrum Black pepper	594	Nos	should be replaced		
	Turmeric Curcuma longa (Kgs)	329	Kgs			

Lot #	Name of Saplings	Quan tity	Unit	Specifications	Delivery Address	Delivery Period
	Ananas comosus Pineapple	750	Nos	 Each seedling must have a height of Eighteen (18) inch above and less than one (1) meter Every seedling must contain in a polybag (size-5*7) Seedlings should be mature and 	Community Hall,	
Lot #18	Banana Sucker	707	Nos	healthy 4. Percentage of healthy seedlings should be at least 100% 5. Unloading to be done and borne by the supplier 6. In case of spoilage during transport and unloading, seedlings should be replaced	Gongronggre, West Garo Hills- 794005	10days
			[
	Ananas comosus Pineapple	5088	Nos	1. Each seedling must have a height		
	Banana Sucker	269	Nos	of Eighteen (18) inch above and less than one (1) meter		
	Burmese Grapes Gasampe	61	Nos	2. Every seedling must contain in a polybag (size-5*7)		
Lot	Cinnamomum tamala Tej patta	431	Nos	3. Seedlings should be mature and healthy	Community Hall, Aranggre, West	10days
#19	Citrus bergamia/jamulboni Lemon Kachee Kakji	105	Nos	4. Percentage of healthy seedlings should be at least 100%	Garo Hills, - 794002	Touays
	Citrus reticulata / sinensis Orange Komila	492	Nos	5. Unloading to be done and borne by the supplier	101002	
	Duabanga Grandiflora Bolchim	1308	Nos	6. In case of spoilage during transport and unloading, seedlings		
	Gmelina arborea Gamari	35	Nos	should be replaced		

Lot #	Name of Saplings	Quan tity	Unit	Specifications	Delivery Address	Delivery Period
	Litchi (grafted) Letchu	405	Nos			
	Maize (Kgs)	50	Kgs			
	Mangifera indica Mango	30	Nos			
	Parkia roxburghii/speciosa Teko/Ganangkap, Awilgap, laongchak, Eongchak/Amelgap/Aoelgap	72	Nos			
	Theobroma cacao Cocoa Grafted Seedling	241	Nos			
	Turmeric Curcuma longa (Kgs)	1732	Kgs			
	Ananas comosus Pineapple	28802	Nos			
	Banana Sucker	459	Nos	1. Each seedling must have a height of Eighteen (18) inch above and		
	Burmese Grapes Gasampe	681	Nos	less than one (1) meter 2. Every seedling must contain in a	Community Hall,	
	Chilli (Gms)	255	Gms	polybag (size-5*7) 3. Seedlings should be mature and		
Lot #20	Cinnamomum tamala Tej patta	312	Nos	healthy 4. Percentage of healthy seedlings	Urrengre, West Garo Hills-	10days
	Citrus bergamia/jamulboni Lemon Kachee Kakji	325	Nos	should be at least 100% 5. Unloading to be done and borne	794002	
	Citrus reticulata / sinensis Orange Komila	346	Nos	by the supplier 6. In case of spoilage during		
	Duabanga Grandiflora Bolchim	3788	Nos	transport and unloading, seedlings should be replaced		
	Gmelina arborea Gamari	2314	Nos			

Lot #	Name of Saplings	Quan tity	Unit	Specifications	Delivery Address	Delivery Period
	Litchi (grafted) Letchu	258	Nos			
	Maize (Kgs)	58	Kgs			
	Mangifera indica Mango	151	Nos			
	NFP Seeds (Kgs)	1	Kgs			
	Parkia roxburghii/speciosa Teko/Ganangkap, Awilgap, laongchak, Eongchak/Amelgap/Aoelgap	364	Nos			
	Piper nigrum Black pepper	15876	Nos			
	Psidium guajava Guava	27	Nos			
	Theobroma cacao Cocoa Grafted Seedling	193	Nos			
	Turmeric Curcuma longa (Kgs)	1229	Kgs			
	Ananas comosus Pineapple	30897	Nos	1. Each seedling must have a height of Eighteen (18) inch above and		
	Banana Sucker	2580	Nos	less than one (1) meter 2. Every seedling must contain in a		
Lot	Chilli (Gms)	284	Gms	polybag (size-5*7) 3. Seedlings should be mature and	Community Hall, Wadagre, South	
#21	Cinnamomum tamala Tej patta	170	Nos	healthy 4. Percentage of healthy seedlings	West Garo Hills - 794115	10days
	Citrus bergamia/jamulboni Lemon Kachee Kakji	859	Nos	should be at least 100% 5. Unloading to be done and borne		
	Citrus reticulata / sinensis Orange Komila	112	Nos	by the supplier 6. In case of spoilage during		

Lot #	Name of Saplings	Quan tity	Unit	Specifications	Delivery Address	Delivery Period
	Duabanga Grandiflora Bolchim	1019	Nos	transport and unloading, seedlings should be replaced		
	Ginger (Kgs)	513	Kgs			
	Gmelina arborea Gamari	1592	Nos			
	Litchi (grafted) Letchu	180	Nos			
	Maize (Kgs)	45	Kgs			
	Mangifera indica Mango	132	Nos			
	Michelia champaca Champaca	161	Nos			
	Moringa pterygosperma/oleifera Sojna, Sojina	128	Nos			
	NFP Seeds (Kgs)	4	Kgs			
	Parkia roxburghii/speciosa Teko/Ganangkap, Awilgap, laongchak, Eongchak/Amelgap/Aoelgap	316	Nos			
	Piper nigrum Black pepper	2416	Nos			
	Psidium guajava Guava	30	Nos			
	Tectona grandis Teak/Bol Segun	267	Nos			
	Theobroma cacao Cocoa Grafted Seedling	4247	Nos			
	Toona ciliata Poma	98	Nos			

Lot #	Name of Saplings	Quan tity	Unit	Specifications	Delivery Address	Delivery Period
	Turmeric Curcuma longa (Kgs)	1120	Kgs			
	Ananas comosus Pineapple	4235	Nos			
	Cinnamomum tamala Tej patta	62	Nos			
	Citrus bergamia/jamulboni Lemon Kachee Kakji	205	Nos			
	Citrus reticulata / sinensis Orange Komila	122	Nos	1. Each seedling must have a height	Community Hall, Buripara, West Garo Hills- 794002	
	Duabanga Grandiflora Bolchim	593	Nos	of Eighteen (18) inch above and less than one (1) meter		
	Ginger (Kgs)	442	Kgs	2. Every seedling must contain in a polybag (size-5*7)		
Lot	Gmelina arborea Gamari	52	Nos	3. Seedlings should be mature and healthy		10days
#22	Litchi (grafted) Letchu	115	Nos	4. Percentage of healthy seedlings should be at least 100%		
	Maize (Kgs)	13	Kgs	Unloading to be done and borne by the supplier		
	Moringa pterygosperma/oleifera Sojna, Sojina	111	Nos	6. In case of spoilage during transport and unloading, seedlings		
	NFP Seeds (Kgs)	2	Kgs	should be replaced		
	Piper nigrum Black pepper	358	Nos			
	Tectona grandis Teak/Bol Segun	231	Nos			
	Turmeric Curcuma longa (Kgs)	488	Kgs			

Lot #	Name of Saplings	Quan tity	Unit	Specifications	Delivery Address	Delivery Period
	Ananas comosus Pineapple	9065	Nos			
	Banana Sucker	332	Nos			
	Cinnamomum tamala Tej patta	39	Nos	1. Each seedling must have a height of Eighteen (18) inch above and		
	Citrus reticulata / sinensis Orange Komila	36	Nos	less than one (1) meter 2. Every seedling must contain in a		
	Duabanga Grandiflora Bolchim	354	Nos	polybag (size-5*7) 3. Seedlings should be mature and	Community Hall,	
Lot #23	Gmelina arborea Gamari	97	Nos	healthy 4. Percentage of healthy seedlings	Mukdangra(Rera para), South West Gari Hills, 794105	10days
	Litchi (grafted) Letchu	27	Nos	should be at least 100% 5. Unloading to be done and borne		
	Maize (Kgs)	7	Kgs	by the supplier 6. In case of spoilage during		
	Mangifera indica Mango	23	Nos	transport and unloading, seedlings should be replaced		
	Piper nigrum Black pepper	267	Nos			
	Turmeric Curcuma longa (Kgs)	117	Kgs			
	Ananas comosus Pineapple	5108	Nos	1. Each seedling must have a height of Eighteen (18) inch above and		
Lot	Banana Sucker	97	Nos	less than one (1) meter 2. Every seedling must contain in a	Community Hall, Sangkarigre,	
#24	Burmese Grapes Gasampe	73	Nos	polybag (size-5*7) 3. Seedlings should be mature and	South West Garo Hills, 794105	10days
	Cinnamomum tamala Tej patta	52	Nos	healthy 4. Percentage of healthy seedlings		

Lot #	Name of Saplings	Quan tity	Unit	Specifications	Delivery Address	Delivery Period
	Citrus bergamia/jamulboni Lemon Kachee Kakji	138	Nos	should be at least 100% 5. Unloading to be done and borne		
	Citrus reticulata / sinensis Orange Komila	122	Nos	by the supplier 6. In case of spoilage during		
	Duabanga Grandiflora Bolchim	214	Nos	transport and unloading, seedlings should be replaced		
	Gmelina arborea Gamari	164	Nos			
	Litchi (grafted) Letchu	105	Nos			
	Maize (Kgs)	15	Kgs			
	Mangifera indica Mango	15	Nos			
	Parkia roxburghii/speciosa Teko/Ganangkap, Awilgap, laongchak, Eongchak/Amelgap/Aoelgap	35	Nos			
	Piper nigrum Black pepper	185	Nos			
	Theobroma cacao Cocoa Grafted Seedling	251	Nos			
	Turmeric Curcuma longa (Kgs)	449	Kgs			

Section X: 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 Goods6.1 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 and financed by the KfW shall have their origin in accordance with Section IV (Eligibility Criteria) of the Request for Quotation.

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. Prices10.1Prices 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. Liquidated11.1**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**12.1The 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 Purchaser's Country.
- **13.1** The Governing Language of this contract shall be English.
- **14. Applicable Law** 14.1 The applicable law shall be the Law of Purchaser's Country.
- 16. Taxes and Duties16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed by the Government of Meghalaya.
 - 16.2 All taxes, duties, license fees and other such levies are to be listed **separately** on the invoices.
- 18. Insurance,
 Reimbursements,
 guarantee or
 similar claimable
 payments
 18.1 Any reimbursements guarantee or similar claimable payments
 and any insurance payments shall be remitted to a special
 account of the Recipient in the country of the Recipient, which
 may be drawn on only with the consent of KfW. Such funds may
 be re-utilized for the execution of the Project with KfW's consent.
- 19. Fraud and
Corruption19.1The Government requires that the 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.
KfW requires the same complemented by Section IVa KfW
Policy.

- 19.2 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;
 - b) 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.
- 19.3 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.
- 19.4 The Government 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
 - 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.
- 19.5 The Government requires that the Employer's 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.
- 20. Inspections and
Audit by the KfW20.1The Supplier shall keep, and shall make all reasonable efforts
to cause its Subcontractors to keep accurate and systematic
accounts and records, in respect of the Goods in such form and
details as will clearly identify relevant time changes and costs.
 - 20.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the KfW and/or persons appointed by the KfW to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the KfW if requested by the KfW.
- 21. Force Majeure 21.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
 - 21.2 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.

21.3 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.

22. Termination 22.1 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 21.1(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.

22.2 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 XI: Contract Form

THIS	AGREEMENT	made	the		day	of		2024	between
Meghal	aya Basin Develo	pment Au	thority	(MBDA) <i>(</i> h	ereinaft	er calle	ed "the Purch	aser") of th	ie one part
and					(ł	nereina	fter called "t	he Supplie	er") of the
other p	art:								

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

Procurement of Saplings for the Year 2025 in Ganol & Umiew Catchments under MegARISE RFQ No.: MBDA/MegARISE/2025-26/G-14/

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: