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Meghalaya Livelihood Improvement
through Forest Enhancement



Meghalaya Basin
Development Authority



Japan International
Cooperation Agency

MEGHALAYA BASIN DEVELOPMENT AUTHORITY (MBDA)

Shillong, East Khasi Hills, Meghalaya - 793001

REQUEST FOR EMPANELMENT (RFE)

FOR TRANSLATORS UNDER MegLIFE

RFE No: ProMeglifembda/2023/866/1601

Dated: 14th March 2024

Contents

Table of Contents

1. Purpose.....	4
2. Important Dates	4
1 Scope of Work	4
2 Eligibility Criteria.....	5
3 Evaluation and Empanelment Procedure.....	5
3.1 Evaluation process.....	6
3.2 Evaluation based Eligibility.....	6
3.3 Evaluation Criteria.....	6
3.4 Proficiency Test.....	6
3.5 Publication/ Announcement of RFE Document.....	6
3.6 Late Applications	6
3.7 Tender Validity.....	7
4 Submission of Applications.....	7
5 General Instructions to the Bidders.....	7
5.1 Right to Terminate the Process	7
5.2 Quality and Deliverable timelines	8
5.3 Completeness of Response.....	8
5.4 Payment Schedule.....	8
6 General Terms and Conditions.....	8
6.1 Nativity.....	8
6.2 Relationship.....	8
6.3 Right to rejection and right to annulment	8
6.4 Fraud and Corruption.....	9
6.5 Confidentiality	9
6.6 Applicable Law.....	9
6.7 Jurisdiction of Courts	9
6.8 Frequency of Empanelment.....	9
6.9 Indemnity	10
6.10 Disclaimer	10
6.11 Binding Clause.....	11
6.12 Candidate's Integrity	11
6.13 Candidate's Obligations.....	11
6.14 Confidentiality	11
6.15 Termination of the Contract.....	12

6.16 Dispute Resolution.....	12
6.17 Force Majeure.....	13
7 ANNEXURES.....	14
7.1 Form 1: Checklist for Submission of Response to RFE.....	14
7.2 Form 2: Declaration (on the letterhead).....	15
7.3 Form 4: Candidates Information.....	16
7.4 Form 5: Experience.....	17
7.5 Form 6: Declaration for non-debarment & non-blacklisting	17
(On the letter head of the candidate)	17

1. Purpose

MBDA invites applications from interested candidates for empanelment as Translators of Meghalaya Basin Development Authority/Meghalaya Basin Management Agency for English to Khasi, Garo, Jaintia languages and vice versa.

The empanelment will be for a period of one (1) year. The candidates will be selected based on the qualification and the eligibility criteria will be evaluated for technical criteria.

- i. MBDA reserves the right to reject any or all of the responses to this RFE without assigning any reason
- ii. MBDA takes no responsibility for delay, loss or non-receipt of response to RFE

2. Important Dates

Sl. No.	Particular	Details
1.	Publishing of RFE	14 th March 2024
2.	Submission of pre-bid written queries (e-mail only) to mbdaprocurement@gmail.com	22 nd March 2024 Before 15:00 IST
3	Last date and time for RFE Submission	28 th March 2023 15:00 IST
4.	Bid opening Date & Time	28 th March 2023 15:30 IST
5.	Date for Shortlisted Applicants for Proficiency Test	To be published on website https://Mbda.gov.in
6.	Date of Empanelment	To be communicated to selected applicants

1 Scope of Work

The selected translators will be responsible for translating documents, reports, and communications from English to Khasi and vice versa, as well as from English to Garo and vice versa. The translation may cover various topics, including but not limited to natural resource management, environmental management, agriculture, community engagement, project operation and management, and related subjects.

- a) Empanelment will be for individual translators only.
- b) Time bound translation, including overnight translations of various Technical and Non-Technical documents as may be required from time to time.
- c) Payment for completion of each translation assignment will be subjected to acceptance by MBDA and at the empaneled rates agreed upon.
- d) MBDA will offer translation assignments only to empaneled translators, who will have the option to take up or decline any of the assignments offered.
- e) MBDA will implement a reasonably equitable rotation process to ensure all translators get similar volume of work over the duration of their empanelment.

- f) Empaneled translators may choose not to take up any of the assignment offered. However, over the period of their empanelment, they should have taken up at least 1
- g) translation assignment and should not have refused more than 40% of the floated assignments.

2 Eligibility Criteria

Sl. No.	Criteria	Documents required
1	Any citizen of India may apply	(Certificate of incorporation/certificate for commencement of business/other relevant documentary proof should be submitted)
2	Candidate must be registered under Income Tax, PAN/GST and/or any other statutory authority required for this purpose.	Copy of PAN/GST or/and details of other statutory authority
3	Candidate should be fluent in English and in at least one of the local languages of Meghalaya viz. Khasi, Jaintia and Garo. Understanding of technical terminology related to natural resource management, environmental management, agriculture, community engagement, project operation and management, and related subjects	Sample of Past translation works demonstrating ability to translate from English to Khasi/Garo/Pnar and vice versa in a manner so as to effectively communicate the information in simple language, without altering the meaning of the information.
4	Candidate must have experience in translation and their translated work must have been published/used by the client in the last 3 years	Copies of work orders or valid proof of work to be enclosed (Please see Form 5 in Annexures)
5	Portfolio of recent works	Relevant contracts or work orders to be enclosed
6	The candidate must not have been blacklisted/ debarred/ suspended/banned by any Department of State or Central Governments/ PSUs / NGO/ Private sector	Self-declaration of the same should be submitted (As per form 6 in Annexures)

3 Evaluation and Empanelment Procedure

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

3.1 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 candidates, if needed. The response to the RFE not conforming to requirements, financial turnover requirement, office location and past work record will be rejected.

3.2 Evaluation based Eligibility

First the eligibility application documents will be reviewed/evaluated and only those candidates 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

3.3 Evaluation Criteria

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

3.4 Proficiency Test

After screening by the Evaluation Committee, eligible candidates will be called for a proficiency test during which their translation proficiency in the languages indicated by each candidate will be evaluated.

3.5 Publication/Announcement of RFE Document

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

3.6 Late Applications

All applicants are required to submit their applications (complete in all respects) within the time and date as specifications given in the RFE. The applications received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The applications submitted

by telex/telegram/fax/e-mail/manually etc. shall not be considered. MBDA shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subjects will be entertained. MBDA reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.

3.7 Tender Validity

The offer submitted by the candidate should be valid for minimum period of 90 days from the date of submission of Tender.

4 Submission of Applications

- i. Applications must be submitted at the following address to:
The Additional Project Director, MegLIFE,
MegLIFE Procurement, MegARISE office,
3rd Floor, RDL Building,
Springside, OPP HP Office,
Lumsohphoh, Nongthymmai
Shillong, Meghalaya - 793014
- ii. The sealed envelope should reach the above-mentioned office by 28th March 2024 before 1500 hours
- iii. The applications must be submitted in a sealed envelope marked as "Request for empanelment for translators under MegLIFE" - Do not open before date and time of opening of applications.
- iv. The name and contact details of the firm should be indicated on the envelope.
All documents must be properly marked and the applications should be signed on every page
- v. The tender should be filled by the candidate 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 candidate. For purposes of interpretation of the tender, the English translation shall govern
- vi. MBDA reserves the right to reject any or all of the responses to this RFE without assigning any reason. MBDA takes no responsibility for delay, loss or non-receipt of response to RFE.

5 General Instructions to the Bidders

5.1 Right to Terminate the Process

- i. MBDA may terminate the RFE process at any time and without assigning any reason. MBDA makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii. This RFE does not constitute an offer by MBDA. The bidder's participation in this process may result in MBDA selecting the applicant to engage towards execution of the contract.

5.2 Quality and Deliverable timelines

- i. Time bound translation, including overnight translations of various Technical and Non- technical documents as may be required from time to time.
- ii. MBDA may ask the empanelled agency at any point of time to provide the services at very short notice depending on requirement of work. The empaneled resource must be available as and when required by MBDA as mentioned in section 3.

5.3 Completeness of Response

- i. Candidates are advised to study all instructions, forms, requirements, appendices and other information in this RFE document carefully. Submission of the applications 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 applications submitted by candidates as non-compliant and the applications may be rejected. Candidates 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

5.4 Payment Schedule

- i. The Competent Authority of MBDA 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. Payment will be made as per established rates given in translation rate matrix. (Annexure-I)

6 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

6.1 Nativity

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

6.2 Relationship

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between "MBDA" and the "applicant". No partnership shall be constituted between MBDA and the applicant 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.

6.3 Right to rejection and right to annulment

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

6.4 Fraud and Corruption

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

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

6.5 Confidentiality

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

6.6 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

6.7 Jurisdiction of Courts

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

6.8 Frequency of Empanelment

MBDA shall empanel applicant(s) for one (1) year. The empanelment duration may

be extended by one year or till the project is running at the sole discretion of MBDA on same terms & conditions.

6.9 Indemnity

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

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

6.10 Disclaimer

- i. This RFE is not an offer by MBDA, but an invitation to receive responses from eligible interested applicants. MBDA will empanel limited resources 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 applicants in the application submitted by them. It is the responsibility of the applicants to provide all supporting documents necessary to fulfil the mandatory eligibility criteria. In case, information required by MBDA is not provided by the applicant(s), MBDA may choose to proceed with evaluation based on information provided and shall not request the applicants for further information. Hence, responsibility for providing information as required in this RFE lies solely with the applicants.

6.11 Binding Clause

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

6.12 Candidate's Integrity

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

6.13 Candidate's Obligations

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

6.14 Confidentiality

- i. The selected/empaneled resource(s) shall keep confidential all the details and information with regard to the assignment, individual information of resources including documents, employee records, systems, facilities, operations, management and maintenance of the systems/facilities
- ii. MBDA or its nominated resource(s) shall retain all rights to prevent, stop and if required take the necessary punitive action against selected/empaneled resource(s) 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/empaneled resource(s).
 - c) Information which has been received from a third party who had the right to disclose the aforesaid information.
 - d) Information which has been disclosed to the public pursuant to a court order
- iv. Any handover of the confidential information needs to be maintained in a list, both by MBDA & selected applicant(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 applicant(s) shall have the right to share the Letter of Intent / work order provided to it by MBDA in relation to this Agreement, with its prospective purchasers solely for the purpose of and with the intent to evidence and support its work experience under this Agreement.

6.15 Termination of the Contract

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

6.16 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

6.17 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

7 ANNEXURES

7.1 Form 1: Checklist for Submission of Response to RFE

Below table summarizes the list of mandatory documents to be submitted mandatorily along with Documents mentioned in Cl. 2: Eligibility Criteria.

	Documents to be submitted	Yes/No	Ref. Pg. No.
1	One self-attested copy of your education certificate or mark sheet indicating your highest educational qualification		
2	One copy of your Resume with your passport photo either printed or attached to it		
3	One copy showing samples of your past works including name of clients and where the translation work was published/used		
4	Signed recommendation letter from one or more reputed clients, with contact details of the client for verification		

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)

7.2 Form 2: Declaration (on the letterhead)

(On the letterhead)

<Location, Date>

To:

The Additional Project Director, MegLIFE,
MegLIFE Procurement, MegARISE,
3rd Floor, RDL Building,
Springside, OPP HP Office,
Lumsophoh, Nongthymmai
Shillong, Meghalaya - 793014

Subject: Submission of Applications for <provide name of the assignment>

Dear Sir/Madam,

The undersigned, offer to provide Services to MBDA on <provide name of the assignment > with your Request for Empanelment dated <insert date> and our applications. We are hereby submitting our applications in sealed envelope.

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

I undertake, if our applications 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 90 days as stipulated in the RFE document.

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

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

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

I will abide by the decision of MBDA regarding selection.

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

SIGNATURE -

Authorized Signatory

Date:

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

7.3 Form 4: Candidates Information

Sl. No.	Information Sought	Details
1.	Name of the Candidate	
2.	Address of the Candidate	
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.	Experience	Form 5
8.	Certificate for No debarment/non blacklisting	Form 6

SIGNATURE -

Authorized Signatory

Date:

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

7.4 Form 5: Experience

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

7.5 Form 6: Declaration for non-debarment & non-blacklisting

(On the letter head of the candidate)

We hereby certify that we, M/s _____ (name of the candidate), 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)

Annexure - I

	Non-technical material		Technical material (More than 10% of source Material has technical words, references, concepts)
I. FOR NORMAL TRANSLATION (at the speed of 1 page per day)			
Standard translation	Rs. 0.75	Rs. 1.00	Rs. 1.50
<i>Addons: The amounts given below will be added to the standard rate if the source material meets the following conditions</i>			
Poor quality of source material, improperly written or handwritten with ineligible hand writing	+ Rs. 0.50	+ Rs. 0.50	+ Rs. 0.50
Source material with different dialect than primary Dialects of Khasi, Pnar and Garo where applicable	+ Rs. 0.25	+ Rs. 0.25	+ Rs. 0.25
II. FOR URGENT CASES (at the speed of more than 1 page per day)			
Standard translation	Rs. 1.50	Rs. 2.00	Rs. 2.50
<i>Addons: The amounts given below will be added to the standard rate if the source material meets the following conditions</i>			
Poor quality of source material, improperly written or handwritten with ineligible hand writing	+ Rs. 0.50	+ Rs. 0.50	+ Rs. 0.50
Source material with different dialect than primary Dialects of Khasi and Garo where applicable	+ Rs. 0.25	+ Rs. 0.25	+ Rs. 0.25

Approved by:


 Shri Guranka DB, IFS
 Additional Project Director, MegLIFE
 Meghalaya Basin Development Authority