



GOVERNMENT OF MEGHALAYA
DIRECTORATE OF FOOD CIVIL SUPPLIES AND CONSUMER AFFAIRS
HORSE SHOE BUILDING, LOWER LACHUMIERE, SHILLONG – 793 001

REQUEST FOR QUOTATION

Dated: 11th June, 2024

NO DSCA.10/TMD/2021/Pt.II/80: The Director, Food & Civil Supplies & Consumer Affairs, Government of Meghalaya invites sealed quotations as a "Two Bid System"(Technical Bid & Financial Bid) from reputable original equipment manufacturers / local authorized dealers / suppliers for **“Supply Installation & Commissioning of genuine Inverter (Power Back up)”** at Directorate of Food Civil Supplies and Consumer Affairs, Districts and Sub-Divisional Supply Offices. Interested firms may submit their quotation to the office of the undersigned on all working days from 11-06-2024 to 28-06-2024. Detailed Request for Quotation (RFQ) may be downloaded from the website <http://megfcsca.gov.in>

1. PARTICULARS OF TENDER:

Sl No	Particulars	Remarks
1.	Contact details of the issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP and for submission of Bids)	Directorate of Food Civil Supplies and Consumer Affairs, Shillong. Horse Shoe Building Ground Floor, Lachumiere Shillong. Email: fcsca-meg@nic.in , pmu.fcs-meg@gov.in
2.	Bid Document Availability including changes/amendments, if any to be issued	RFQ may be downloaded from FCS&CA website megfcsca.gov.in
3.	Last date for requesting clarification	Upto 3:00 pm on 18.06.2024 All communications regarding points / queries requiring clarifications shall be given in writing.
4.	Last date and time for Bid submission	At 3:00 pm on 28.06.2024 Authorized representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder representatives
5.	Opening of Technical Bid	Subsequent date that will be notified later
6.	Opening of Financial Bids	Financial bids of technically qualified bidders only will be opened on a subsequent date that will be notified later
7.	Tender Fee	Rs.10,000/-
8.	Earnest Money Deposit	Rs.25,000/-


Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong
 Director

Food Civil Supplies and Consumer Affairs
 Meghalaya, Shillong.


MEMO NO DSCA.10/TMD/2021/Pt.II/80

- A -

Dated Shillong, the 11th June, 2024.

Copy to: -

1. The Director of Information & Public, Relation, Meghalaya, Shillong for causing wide publicity through local newspaper (one in English and one in Khasi). Bills in triplicate may be sent to the undersigned for necessary payment.
2. The Under Secretary to the Government of Meghalaya, Department of Food Civil Supplies & Consumer Affairs, Meghalaya, Shillong for information.
3. Smti. W. Rynjah, Senior Technical Director, NIC, Meghalaya, Shillong – 793001 with a request to upload the Detail Notice Inviting Tender (enclosed) on the Department website.
4. Office Notice Board.


Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong
 Food Civil Supplies and Consumer Affairs
 Meghalaya, Shillong



GOVERNMENT OF MEGHALAYA
DIRECTORATE OF FOOD CIVIL SUPPLIES AND CONSUMER AFFAIRS
HORSE SHOE BUILDING, LOWER LACHUMIERE, SHILLONG – 793 001

NO DSCA.10/TMD/2021/Pt.II/81

Dated: 11th June, 2024

REQUEST FOR QUOTATIONS

Sub: Selection of Vendor for Supply, Installation & Commissioning of Inverter Systems

Directorate of Food Civil Supplies and Consumer Affairs, Meghalaya, Shillong, invites sealed quotations as a "Two Bid System"(Technical Bid & Financial Bid) from reputable original equipment manufacturers/local authorized dealers/suppliers for supply Installation & Commissioning of genuine Inverter (Power Back up) at Directorate of Food Civil Supplies and Consumer Affairs, Districts and Sub-Divisional Supply Offices as per the specification mentioned in this RFQ.

Sl. No.	Item Description	Qty
01.	Supply and Installation of Inverter (Power Back up)	1 No.

All eligible firms are invited to submit your most competitive quotation.

Details of Event

Sl No	Particulars	Remarks
1.	Contact details of the issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP and for submission of Bids)	Directorate of Food Civil Supplies and Consumer Affairs, Shillong. Horse Shoe Building Ground Floor, Lachumiere Shillong. Email: fcsca-meg@nic.in , pmu.fcs-meg@gov.in
2.	Bid Document Availability including changes/amendments, if any to be issued	RFQ may be downloaded from FCS&CA website megfcsca.gov.in
3.	Last date for requesting clarification	Upto 3:00 pm on 18.06.2024 All communications regarding points / queries requiring clarifications shall be given in writing.
4.	Last date and time for Bid submission	At 3:00 pm on 28.06.2024 Authorized representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder representatives
5.	Opening of Technical Bid	Subsequent date that will be notified later
6.	Opening of Financial Bids	Financial bids of technically qualified bidders only will be opened on a subsequent date that will be notified later
7.	Tender Fee	Rs.10,000/-
8.	Earnest Money Deposit	Rs.25,000/-

Note: The competent authority may increase or decrease the quantity of the items at the time of placing supply order.


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- a. The tender (in English language only) for the above item is to be submitted along with detailed specifications and operational conditions and limits.
- b. Tender documents may be downloaded from FCS&CA website: <http://megfcsca.gov.in/>
- c. All details, regarding the subject tender are available on the websites <http://megfcsca.gov.in/>. Any change/modification in the tender enquiry will be intimated through the above websites only. Bidders are, therefore, requested to visit the websites regularly to keep themselves updated.



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Meghalaya, Shillong**

Food Civil Supplies and Consumer Affairs,
Shillong

1) LETTER OF INVITATION

- a) Office of the Director of Food, Civil Supplies & Consumer Affairs, Lower Lachumiere (Horse Shoe Building, Ground Floor) Shillong - 793001, Requests For Proposals (RFP) from reputable original equipment manufacturers/local authorized dealers/suppliers for supply Installation & Commissioning of Inverter (Power Back up) at Directorate of Food Civil Supplies and Consumer Affairs, Shillong, District and Sub-Divisional Supply Offices.
- b) Interested Bidders are advised to go through the entire RFP before submission of Bids to avoid any chance of elimination. The eligible Bidders who meet the eligibility criteria mentioned and agree to all the terms and conditions contained in this RFP are invited to submit their Technical and Financial proposal in response to this RFP.
- c) More details on the services to be provided are under the Scope of Work in the RFP document.
- d) The Authority shall select experienced firms/suppliers as per procedures contained in the RFP.
- e) The contract will be effective after signing of agreement with the Authority.

2) OBJECTIVE

This document is a Request for Proposal (RFP) for Bidders to quote for Supply, Installation & Commissioning of Inverter (Power Back up) at Directorate of Food Civil Supplies and Consumer Affairs, Shillong, District and Sub-Divisional Supply Offices

- 3) ELIGIBILITY CRITERIA:** - The bidder must possess minimum eligibility criteria mentioned here under to participate in the tender
- a. Should possess minimum 3 years' experience in the relevant field of Supply, Installation & Commissioning of Inverter (Power Back up).
 - b. The Bidder must be a firm/organization registered under applicable Act in India.
 - c. The Bidder must have an average minimum Rs. 50 lakhs during last 3 financial year(s). (Turnover amount of the last 3 financial year(s) should specifically mentioned in the document)
 - d. Should have sold and install similar products to any Government Organization/PSU. Evidence for having supplied Inverter (Power Back up) to State/Central Government departments/Public Sectors undertaken in the last 3 years.
 - e. The bidder, if participating as Channel Partner of any OEM, then OEM should have a support center located in Meghalaya. For OEMs, directly participating, the conditions mentioned above for support center remain applicable.
 - f. The bidder must have GST Registration, PAN/TAN number, etc.
 - g. For Non-Tribal, valid Trading License from KHADC/JHADC/GHADC is mandatory.
 - h. Authorization Letter Format from OEM/Manufacturer to participate in the tender floated by the Department of Food Civil Supplies and Consumer Affairs specifying the RFP No. (On the Letterhead of Manufacturer/OEM – to be submitted in original)


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- i. Bids must be accompanied by supporting documents related to eligibility criterion of the bidders.
- j. Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Society/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.

4) TENDER FEE

The tender document can be downloaded from our website: <http://megfcsca.gov.in/>. Bidders shall attach a separate Demand Draft of Rs.10,000/- (Rupees Ten Thousand) only (Non-refundable) drawn on of any National/Commercial Bank in favour of the “Director, Food Civil Supplies and Consumer Affairs” payable at Shillong along with the Bid documents towards the cost of tender document, failing which the offer will be rejected.

The firms/agencies registered under MSME are exempted for submission of Tender fee subject to submission of proper documentary evidence.

5) EARNEST MONEY DEPOSIT (BID SECURITY)

Earnest money deposit of fixed amount of Rs.25000/- (Rupees Twenty-Five Thousand) only in the form of DD/Bank Guarantee/FDR valid for six months (validity may require further extension) from the date of submission of the tender of any National/Commercial Bank in favour of the “**Director, Food Civil Supplies and Consumer Affairs**” payable at Shillong”, should be submitted along with the BID. Shortfall in amount of Earnest Money Deposit, if any, will result in rejection of the Tender. In case of Bank Guarantee/FDR submitted by the Bidder, it should be unconditional in all cases.

EMD of the unsuccessful bidders will be refunded within 30 days of the award of contract on demand & EMD of the successful bidder would be released only after completion of the work at all the designated places.

The firms/agencies registered under MSME are exempted for submission of EMD subject to submission of proper documentary evidence and submission of the Bid Security Declaration Form (Annexure XII).



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5) CLARIFICATION AND AMENDMENTS ON RFP:

- i. Bidder requiring any clarification on RFP may notify the FCSCA in writing within 5 days from issuing of the RFP.
- ii. A pre-Bid meeting will be held (if required) on a date and time specified at a later date, prior to the deadline for submission of Bids, which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- iii. The queries received (without identifying source of query) and response of the FCSCA thereof will be posted on the Department website or conveyed to the Bidders.
- iv. The Department reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Department, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Department website regularly till the date of submission of Bid document specified in the Detail of Events/email. Such amendments/clarifications, if any, issued by the Department will be binding on the participating Bidders. Department will not take any responsibility for any such omissions by the Bidder. The Department, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.
- v. No request for change in terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

7) BID PREPARATION AND SUBMISSION:


- i. The Bid is to be submitted in two separate envelopes. One of the envelope is to be prominently marked as 'Technical Proposal for supply of in response to the RFP No. dated'

The envelope should contain following documents and be properly sealed:

- (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
- (b) Bid covering letter/Bid form on the lines of Annexure-I on Bidder's letter head.
- (c) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in Annexure-II and technical compliance criteria on the lines of Annexure-III
- (d) Bidder's details as per Annexure-IV on Bidder's letter head.
- (e) Audited financial statement and profit and loss account statement duly certified from the Chartered Accountant.
- (f) Undertaking of Authenticity as per Annexure-VII.
- (g) Format for Manufacturer's Authorization Form as per Annexure-VIII


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- ii. A second sealed envelope prominently marked as Financial Proposal for supply of _____ in response to the RFP No. _____ dated _____. This envelope should contain the Grand Total price (inclusive of GST) quoted strictly on the lines of Annexure-VI and must include all the price components mentioned. Prices are to be quoted in Indian Rupees only and also should be indicated both in words and figures. If the rates quoted in figure and words are different, the amount in words only will be considered. The unit price should be for the same unit indicated in the tender notice. Prices should be at free delivery to the offices of Food Civil Supplies and Consumer Affairs, Districts and Sub-Divisionals Supply Offices.
- iii. The rate should be inclusive of all charges and GST etc. wherever applicable and the chargeable amounts should be clearly mentioned in one sheet. In absence of any specific mention the rate shall be assumed to be inclusive of Tax
- iv. Goods and Service Tax (GST) should be indicated separately.
- v. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- vi. Bidder must expressly mention the name/brand of the items offered by them in the price schedule along with proper product brochures.
- vii. The bidder must mention in details about the product being offered in lieu of the specified specifications and not by simply mentioning "Complied". Such bids with no proper details are likely to be disqualified.
- viii. A cabinet for placing the Inverter (Power Back up) and Batteries has to be supplied at all destinations.
- ix. The Bidder must inspect the room for installation in all the delivery locations which may require electrical works during the installation of Inverter (Power Back up). Bills for Electrical works that may be required have to be inclusive with the Inverter (Power Back up).
- x. Bidders may please note:
- a. The Bidder should quote for the entire package for Product and Services it proposes to supply.
 - b. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
 - c. The Bid document shall be complete in accordance with various clauses of the RFP document or any addendum/corrigendum or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
 - d. Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Financial Bid) is received.
 - e. If deemed necessary, the Department may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
 - f. All duties, taxes and other levies payable on the raw materials and components shall be included in the total price.


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- g. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- h. The Bidder must provide specific and factual replies to the points raised in the RFP.
- i. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- j. All the enclosures (Bid submission) shall be serially numbered and contain the seal of the participating Bidder.
- k. The Department reserves the right to reject Bids not conforming to above.
- l. The two envelopes shall be put together and sealed in an outer envelope.
- m. All the envelopes shall be addressed to the Directorate FCSCA and delivered at the address given below and should have name and address of the Bidder on the cover.
- n. If the envelope is not sealed and marked, the Department will assume no responsibility for the Bid's misplacement or its premature opening.
- o. The bidder may note that the tender once submitted will not be altered after expiry of the dead line for receipt of tender till the date of validity of tenders and if they do so, their Earnest Money Deposit (Bid Security) will be forfeited. Completed Tender Document should not have any scope for ambiguity, cutting or overwriting. For inadvertent mistake, if any, the Bidder must strike off erroneous figure/word and legibly write the correct figure/word and it must be authenticated with dated signature of the Bidder. Tenders for items of lower configuration than specified above will summarily be rejected.
- p. No consortium or joint venture is allowed.



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8) TECHNICAL & FUNCTIONAL SPECIFICATIONS

To qualify in the Technical Evaluation, a Bidder must comply with all the requirements as listed in the table below.

Note: Model of equipment to be quoted by vendor should be latest out of OEM offerings and same will be validated while doing technical evaluation.

Sl. No	Brand/ Make	Specifications	Qty																				
1.	iCruze 5000+ With 3- 4 Batteries	<p>Capacity- 4000 VA, Real Power- 2850 W</p> <p>Technology- Sine Wave technology</p> <p>No of battery supported- Four batteries (12V each)</p> <p>Advanced LCD shows inverter battery performance statistics including– battery charging time, back-up time, percentage load running on the inverter, fault indications and many more</p> <p>Powerful charging with smart charge technology that charges the battery faster</p> <p>User can choose mode (ECO/UPS), battery type, capacity and no-load shutdown prevention through control buttons present on the front display</p> <p>MCB for protection from Input mains surge</p> <p>Bypass switch for supplying output directly from grid in case of Home inverter fault</p> <p>Protection against short-circuit, battery over-charge, deep-discharge etc.</p> <p>Offers high quality and reliable power back-up solution for offices and homes</p> <table><tr><td>Dimensions (in cm)</td><td>30 X 47.1 X 45.2</td></tr><tr><td>Technology</td><td>Sine Wave</td></tr><tr><td>VA Rating</td><td>4000 VA</td></tr><tr><td>Max Charging Current (in Amp)</td><td>21</td></tr><tr><td>No. of Batteries Supported</td><td>3N-4N</td></tr><tr><td>Eco Mode Voltage Operation</td><td>140 - 280 VAC</td></tr><tr><td>UPS Mode Voltage Operation</td><td>180 - 265 VAC</td></tr><tr><td>Change over time (Milli Sec)</td><td>< 10</td></tr><tr><td>Net Weight (In Kg)</td><td>36 ± 3%</td></tr><tr><td>Warranty</td><td>24 Months</td></tr></table>	Dimensions (in cm)	30 X 47.1 X 45.2	Technology	Sine Wave	VA Rating	4000 VA	Max Charging Current (in Amp)	21	No. of Batteries Supported	3N-4N	Eco Mode Voltage Operation	140 - 280 VAC	UPS Mode Voltage Operation	180 - 265 VAC	Change over time (Milli Sec)	< 10	Net Weight (In Kg)	36 ± 3%	Warranty	24 Months	20 Nos
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	Batteries	1N Battery, 6N Float Indicator, 1N Warranty Card, 2N MS Capacity > 180Ah Listing Descriptions Battery Warranty 24 Months (Free on cost) + 12 Months (Pro-rata) Warranty 24 Months																					
	Cabinets with Locking features	Measurement as per the location to be installed																					
2.	Icon 1600 With Battery	<div>Capacity- 1400 VA, Maximum bulb load- 1176 W Technology- Sine Wave Technology No of battery supported- One Battery (12V) Designed with a dedicated battery enclosure Next generation revolutionary inverter design for hassle-free battery water top Fast, low voltage battery charging starts at 95V with full charging current Fast battery charging current- 21 Ampere Mains MCB protection in case of short circuit Simplified inverter indications with LED lights representing Normal (Green) and User attention (Red) conditions</div> <table><tr><td>Dimensions (in cm)</td><td>76.5 X 24.6 X 50.5</td></tr><tr><td>Technology</td><td>Sine Wave</td></tr><tr><td>VA Rating</td><td>1400 VA</td></tr><tr><td>Max Charging Current (in Amp)</td><td>21</td></tr><tr><td>No. of Batteries Supported</td><td>1N</td></tr><tr><td>Eco Mode Voltage Operation</td><td>85 - 290 VAC</td></tr><tr><td>UPS Mode Voltage Operation</td><td>180 - 265 VAC</td></tr><tr><td>Change over time (Milli Sec)</td><td><20</td></tr><tr><td>Net Weight(In Kg)</td><td>16.8 ± 3%</td></tr><tr><td>Warranty</td><td>24 months</td></tr></table>	Dimensions (in cm)	76.5 X 24.6 X 50.5	Technology	Sine Wave	VA Rating	1400 VA	Max Charging Current (in Amp)	21	No. of Batteries Supported	1N	Eco Mode Voltage Operation	85 - 290 VAC	UPS Mode Voltage Operation	180 - 265 VAC	Change over time (Milli Sec)	<20	Net Weight(In Kg)	16.8 ± 3%	Warranty	24 months	2 Nos
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Warranty	24 months																						

9) DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be received by the Department at the address specified and by the date and time mentioned in the “Detail of Events”.
- ii. In the event of the specified date for submission of Bids being declared a holiday, the Bids will be received up to the appointed time on the next working day.
- iii. In case the Department extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Department and Bidders will remain the same.
- iv. Any Bid received after the deadline for submission of Bids prescribed, will be rejected

10) VALIDITY OF RATES

The rates quoted in the tender must remain valid for 365 days (1 year) from the date of opening of Bid. Rates will not be changed under any circumstances.


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11) OPENING OF TENDERS: -

- (i) The Bid will be opened on the _____ at **3:30 PM** in the office chamber of the Director, Food Civil Supplies and Consumer Affairs Govt. of Meghalaya Shillong-793001.
- (ii) The representative of the Bidders / bidders may attend the opening of tenders along with letter of authority from the respective Bidder/bidder. Only one authorized representative from each participating vendor will be allowed to attend.

12) PROCESS/OPENING OF TECHNICAL BIDS:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the Detail of Events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for indicative price Bid opening and further RFP evaluation process.
- iii. The Department will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD and Tender Fee for the desired amount and validity period is available and the Bids are generally in order. The Department may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Department will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in total, without any deviation.
- v. The Department's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the system proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Department and will not subsequently be made responsive by the Bidder by correction of the non-conformity.


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13) TECHNICAL EVALUATION:

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Product and Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Product. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Department, the capability of the Product to support all the required functionalities at their cost in their lab or those at other organizations where similar Product is in use.
- ii. During evaluation and comparison of Bids, the Department may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

14) EVALUATION OF FINANCIAL BIDS AND FINALIZATION:

- i. The envelope containing the Financial Price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. All the Bidders who qualify in the evaluation process shall have to participate in the Financial Bid Opening.
- iii. The Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted on the lines of **Annexure-VI**.

15) AWARD CRITERIA AND AWARD OF CONTRACT:

- i. Among all qualified bids, based on the technical and financial bid a contract will be awarded accordingly.
- ii. The successful Bidder shall be required to submit a PBG of 2% of the quoted value valid for 1 year before the signing of the Contract with the Department, within 30 days. Issuance of Purchase Order will be after receipt of the PBG and signing of contract agreement or within such extended period as may be decided by the Department.
- iii. The Department will notify successful Bidder in writing by way of issuance of purchase order through letter or email that its Bid has been accepted. The selected Bidder has to return the scanned copy of the same to the Department within 7 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- iv. The Department may increase or decrease the Quantity of items. The final quantity will be issued in the work order.
- v. The Department reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- vi. Upon notification of award to the successful Bidder, the Department will promptly notify the award of contract to the successful Bidder.



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- vii. This Tendering Process and Procurement is subject to the provisions of General Financial Rule 2017, Manual on Policies and Procedure for Purchase of Goods published by Ministry of Finance, Department of Expenditure and related Guidelines issued by CVC from time to time.
- viii. The office will not provide any road permit to the successful bidder for the supply of the material at FOR destination.
- ix. No extra cost should be included over and above the quoted price in the financial bid by the vendor after opening of tender under any circumstances.

16) DELIVERY AND INSTALLATION:

- i. All the items/components are to be delivered at the Directorate of Food Civil Supplies and Consumer Affairs, Horse Shoe Building, Ground Floor, Districts and Sub-Divisional Supply Offices. All Bidders must quote the price for delivery at Office locations as mentioned below: -

Sl.No.	Delivery Address	Item/Brand	Quantity
	District		
1	Directorate of Food Civil Supplies & Consumer Affairs, Meghalaya, Shillong	iCruze 5000+ With Battery	4
		Icon 1600 With Battery	2
2	Office of the Deputy Commissioner (Supply), West Garo Hills, Tura	iCruze 5000+ With Battery	1
3	Office of the Deputy Commissioner (Supply) South West Khasi Hills, Mawkyrwat	iCruze 5000+ With Battery	1
4	Office of the Deputy Commissioner (Supply) South West Garo Hills, Ampati	iCruze 5000+ With Battery	1
5	Office of the Deputy Commissioner (Supply) North Garo Hills, Resubelpara	iCruze 5000+ With Battery	1
6	Office of the Deputy Commissioner (Supply) Eastern West Khasi Hills, Mairang	iCruze 5000+ With Battery	1


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7	Office of the Deputy Commissioner (Supply) East Khasi Hills, Shillong	iCruze 5000+ With Battery	1
8	Office of the Deputy Commissioner (Supply) East Jaintia Hills, Khliehriat	iCruze 5000+ With Battery	1
9	Office of the Deputy Commissioner (Supply) West Jaintia Hills, Jowai	iCruze 5000+ With Battery	1
10	Office of the Deputy Commissioner (Supply) East Garo Hills, Williamnagar	iCruze 5000+ With Battery	1
11	Office of the Deputy Commissioner (Supply) Ri-Bhoi District, Nongpoh	iCruze 5000+ With Battery	1
12	Office of the Deputy Commissioner (Supply) South Garo Hills, Baghmara	iCruze 5000+ With Battery	1
13	Office of the Deputy Commissioner (Supply) West Khasi Hills, Nongstoin	iCruze 5000+ With Battery	1
14	Office of the Sub-Divisional Officer (Supply) Dadenggre Civil Sub-Division	iCruze 5000+ With Battery	1
15	Office of the Sub-Divisional Officer (Supply) Sohra Civil Sub-Division	iCruze 5000+ With Battery	1
16	Office of the Sub-Divisional Officer (Supply) Amlarem Civil Sub-Division	iCruze 5000+ With Battery	1
17	Office of the Sub-Divisional Officer (Supply) Pynursla Civil Sub-Division	iCruze 5000+ With Battery	1

- ii. Supplier/ Supplier/ Service Provider shall provide such packing of the Products as is required to prevent its damage or deterioration during transit thereof to the location given by the Department. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weight of packing cases shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.


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- iii. Supplier/ Supplier/ Service Provider will have to supply the Product(s) in 'Factory Sealed Boxes' with System OEM seal.
- iv. Delivery, and installation of the Products shall be made by Supplier/ Supplier/ Service Provider in accordance with the system approved / ordered and within the time schedule given in the Scope of work given in Annexure-V of this document.
- v. The delivery will be deemed complete when the Products/ components/ are received in good working condition at the designated locations, mentioned in this RFP.
- vi. The installation will be deemed to be completed, when the Product including all the hardware, accessories/components, firmware have been supplied, installed and operationalized as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Department. Supplier/ Supplier/ Service Provider has to resolve any problem faced during installation and operationalization.
- vii. In addition, Supplier/ Supplier/ Service Provider will supply all associated documentation relating to the Products/hardware, etc. The Product(s) are considered accepted (commissioned and operationalized) after signing the acceptance test plan document jointly by the representative of the Department and the engineer from Supplier/ Supplier/ Service Provider. The component level checking for individual item may be included during the acceptance test. The acceptance test plan document shall be deemed to form a part of the agreement, to be signed between Supplier/ Supplier/ Service Provider and the Department. Supplier/ Supplier/ Service Provider should ensure that the Product meets the requirements of the Department as envisaged in the RFP.
- viii. The Supplier/ Supplier/ Service Provider may inspect the installation room for any additional requirements such as electrical works, sockets etc.
- ix. The details of the documents to be furnished by Supplier/ Supplier/ Service Provider are specified here under: -
 - a) 2 copies of Vendor's Invoice showing contract number, products description, quantity, unit price and total amount (Inclusive of GST).
 - b) Delivery Note or acknowledgement of receipt of Products
 - c) Manufacturer's warranty certificate.
- x. The above documents shall be received by the Department before arrival of Products (except where it is handed over to the Consignee with all documents). If these documents are not received, Supplier/ Supplier/ Service Provider will be responsible for any consequent expenses.


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xi. For the hardware ordered for, the following will apply: -

- (a) The ownership of the supplied hardware shall be that of the Department from the date of delivery of the same. Evidence to this effect must be submitted before the payment can be released.

17)SERVICES:

- i. Supplier/ Service Provider shall ensure that key personnel with relevant skill-sets are available at designated locations for installation and commissioning of the Product.
- ii. Supplier/ Service Provider shall ensure that the quality of methodologies for delivering the Supplier/ Service Provider shall be willing to transfer skills to relevant personnel of the Department, by means of training and documentation.
- iii. Supplier/ Service Provider shall provide maintenance support for the Product over the entire period of Contract.
- iv. All product updates, upgrades & patches shall be provided by Supplier/ Service Provider free of cost during warranty period.
- v. Supplier/ Service Provider shall keep the Department explicitly informed the end of support dates on related Products.

18)WARRANTY PERIOD:

- vi. During the warranty period, Supplier/ Service Provider will have to undertake comprehensive support of the entire Product (hardware/components other parts etc. supplied by them at no additional cost to the Department.
- vii. During the support period, Supplier/ Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Product and its components as per the Department's requirements.
- viii. On site comprehensive warranty for the Product would include free replacement of spares, parts, kits, resolution of problem, if any, in Product.
- ix. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.

- (a) Diagnostics for identification of systems failures.

19)INSPECTION AND TESTING:

- i. The Department reserves the right to carry out pre-shipment inspection or demand a demonstration of the Product on a representative model at Supplier/ Service Provider's location.
- ii. The inspection and tests prior to dispatch of Products / at the time of final acceptance would be as follows:


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(a) Supplier/ Service Provider shall intimate the Department before dispatching Products for conducting inspection and testing.

(b) Successful conduct and conclusion of inspection and testing shall be the sole responsibility of Supplier/ Service Provider. However, the Department may at its sole discretion, waive inspection of Products.

- iii. The inspection and tests may also be conducted at the point of delivery and / or at the Products' final destination.

20) TECHNICAL DOCUMENTATION:

- iv. Supplier/ Service Provider shall deliver the following documents to the Department for every product, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, on-line tutorials/administrative documents, debugging/diagnostics documents, test procedures etc.

21) CORRUPT OR FRAUDULENT PRACTICES

The Tender Committee/Board will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question during the bidding process or in executing the contract.

22) BLACKLISTING THE FIRM

If a firm which is awarded the contract violates any of the terms & conditions, it shall be black listed & its EMD/Performance Security shall be forfeited.

23) TERMINATION FOR INSOLVENCY

The purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has occurred or will occur thereafter to the Purchaser.


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24) FORCE MAJEURE


Notwithstanding the provisions relating to timeline fixed elsewhere in the Agreement, the Vendor/Parties shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or another failure to perform its obligation under the Contract/Agreement is the result of an event of Force Majeure. The Force Majeure in the context of this Contract/Agreement means an event beyond the control of the Vendor/Party and not involving the Vendor's/Party's fault or negligence and not foreseeable. Such events may include, wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, earthquakes, explosions, strikes and other acts of God referred to as eventualities.

If, at any time, during the continuance of the agreement, the performance in whole or in any part by either party of obligation under this Contract/Agreement shall be prevented or delayed by reasons of the eventualities then, notice of such happening of any such eventualities is given by either party to the other within two days from the date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this contract/agreement nor shall either party have any claim of damages against the other in respect of such non-performance or delay in performance. Performance of the contract agreement shall, however, be resumed as soon as practicable but not later than seven days after such eventuality has come to an end.

25) ARBITRATION CLAUSE

In the event of any dispute arising out of or relating to this tender, it should be referred to sole arbitration of, **Director, Food Civil Supplies and Consumer Affairs** or any other person nominated by him. The award of such arbitrator shall be final and binding on both the parties hereto.

If the dates of opening of bids falls on holiday, the same will be carried out on the next working day.


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ANNEXURE: I

BID FORM (TECHNICAL BID)

[On Company's letter Head]

(To be included in Technical Bid Envelope)

Date: _____

To:

< Address of tendering office >

Dear Sir,

Ref: RFP No.

dated

We have examined the above RFP and we offer to supply, Install, test and support the desired Products detailed in this RFP.

While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We have quoted for all the Products/Services mentioned in this RFP in our Financial Bid.
- The contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Department will have the right to disqualify us from the RFP.
- We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- We are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any State or Central Government or their agencies/departments.
- We hereby certify that we (if participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.
- We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Department in the RFP document.

Dated this day of 2023

(Signature)

(Name)


Duly authorized to sign Bid for and on behalf of

Seal of the company.


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ANNEXURE II**BIDDER'S ELIGIBILITY CRITERIA: COMPLIANCE**

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

Sl.No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1	The Bidder must be a firm/organization registered under applicable Act in India.		Certificate of Registration
2	The Bidder must have an average minimum Rs. 50 lakhs during last 3 financial year(s). (Turnover amount of the last 3 financial year(s) should specifically mentioned in the document)		Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/current 3 year may be submitted.)
3	Should have sold similar products to any Government Organization/PSU. Evidence for having supplied Inverter (Power Back up) Systems to State/Central Government departments/Public Sectors undertaken in the last 3 years.		Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.
4	Certification Requirements by OEM: 1) ISO 9001 2) ISO 27001		Copy of the Valid Certificate(s) to be provided
5	The bidder, if participating as Channel Partner of any OEM, then OEM should have a support center and level 3 escalation (highest) located in India. For OEMs, directly participating, the conditions mentioned above for support center remain applicable.		Letter from the OEM
6	The bidder must have GST Registration, PAN/TAN number, etc.		Copy of the Valid Certificate(s) to be provided
7	For Non-Tribal, valid Trading License from KHADC/JHADC/GHADC is mandatory.		Copy of the Valid Certificate(s) to be provided
8	Authorization Letter Format from OEM/Manufacturer to participate in the tender floated by the Department of Food Civil Supplies and Consumer Affairs. (On the Letterhead of Manufacturer/OEM – to be submitted in original)		Authorization Letter from the OEM
9	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Society/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.		Declaration letter from the firm. 

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ANNEXURE-III

TECHNICAL & FUNCTIONAL SPECIFICATIONS COMPLIANCE

Bidder(s) must submit their response in yes or no only, any compliance with qualified statement shall be treated as non-compliance.

Note: Model of equipment to be quoted by vendor should be latest out of OEM offerings and same will be validated while doing technical evaluation.

Sl. No	Brand/ Make	Specifications	Compliance Yes/No
1.	iCruze 5000+ With 3- 4 Batteries	Capacity- 4000 VA, Real Power- 2850 W Technology- Sine Wave technology No of battery supported- Four batteries (12V each) Advanced LCD display shows inverter battery performance statistics including– battery charging time, back-up time , percentage load running on the inverter, fault indications and many more Powerful charging with smart charge technology that charges the battery faster User can choose mode (ECO/UPS), battery type, capacity and no-load shutdown prevention through control buttons present on the front display MCB for protection from Input mains surge Bypass switch for supplying output directly from grid in case of Home inverter fault Protection against short-circuit, battery over-charge, deep-discharge etc. Offers high quality and reliable power back-up solution for offices and homes	
		Dimensions (in cm)	30 X 47.1 X 45.2
		Technology	Sine Wave
		VA Rating	4000 VA
		Max Charging Current(in Amp)	21
		No. of Batteries Supported	3N-4N
		Eco Mode Voltage Operation	140 - 280 VAC
		UPS Mode Voltage Operation	180 - 265 VAC
		Change over time (Milli Sec)	< 10
		Net Weight(In Kg)	36 ± 3%
		Warranty	24 Months


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	Batteries	1N Battery, 6N Float Indicator, 1N Warranty Card, 2N MS Capacity 180Ah Listing Descriptions Battery Warranty 24 Months (Free on cost) + 12 Months (Pro-rata) Warranty 24 Months	
	Cabinets with Locking features	Measurement as per the location to be installed	
2.	Icon 1600 With Battery	Capacity- 1400 VA , Maximum bulb load- 1176 W Technology- Sine Wave Technology No of battery supported- One Battery (12V) Designed with a dedicated battery enclosure Next generation revolutionary inverter design for hassle-free battery water top Fast, low voltage battery charging starts at 95V with full charging current Fast battery charging current- 21 Ampere Mains MCB protection in case of short circuit Simplified inverter indications with LED lights representing Normal (Green) and User attention (Red) conditions	2 Nos
		Dimensions (in cm)	76.5 X 24.6 X 50.5
		Technology	Sine Wave
		VA Rating	1400 VA
		Max Charging Current(in Amp)	21
		No. of Batteries Supported	1N
		Eco Mode Voltage Operation	85 - 290 VAC
		UPS Mode Voltage Operation	180 - 265 VAC
		Change over time (Milli Sec)	<20
		Net Weight(In Kg)	16.8 ± 3%
		Warranty	24 Months

Name & Signature of authorized signatory

Seal of Company


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INFORMATION ABOUT THE BIDDER**(TO BE SUBMITTED ALONG WITH THE TENDER)**

SI NO.	PARTICULARS	TO BE FILLED BY BIDDER
1.	Name of the Firm/Company	
2.	Year of Establishment	
3.	Status of the Firm/company (Partnership. Limited etc.)	
4.	Postal Address Telephone numbers Fax e-mail Website Address (If Applicable)	
5.	Bank Account Detail for payment	Account No Account Type Name of Account Holder Address of Account Holder Name of Branch Address of Branch IFSC Code
6.	Any authorized branches of the Firm/Company, if so, give details.	
7.	Name of the proprietor/partner/ Managing Director etc.	
8.	Nature of your Firm/Company/ Manufacturer/Stockiest/Dealer/ Distributor/Agent etc.	
9.	Details of products you are dealing in (catalogues for products may be enclosed, if available)	
10.	Turnover for the last three years in Rs. (Year Wise)	
11.	List of Existing Clients (Govt./PSU/Major Client)	
12.	If already doing business with FCS&CA Give details	
(a)	Item	
(b)	Since when	
(c)	Work/Supply order No.	
13.	Has your firm ever been black Listed by the Govt. or any other authority? Please give details and reasons thereof	
13.	If black listed & revoked give details of the same.	
14	GST/PAN/TAN No. (copy to be enclosed)	


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Declaration

I/We do hereby declare that the entries made in this quotation are true to the best of my/our knowledge and belief. I/We do also confirm that I/We have read and understood General conditions of Contract as contained in these tender documents and agree to abide by the same in all respect.

I/We undertake to communicate promptly to FCSCA all the subsequent changes in condition affecting the accuracy of the details given above. Further I/We undertake that in case the facts/information furnished, as above is/has been found false, the FCSCA may its absolute discretion reject/cancel any assignment, if any, awarded/agreed to be awarded to me/us and in such case I/We shall not be entitled to claim any damages/whatsoever in regard to that assignment.

Signature of Proprietor/Director/
Managing Director/Constituted authority.

Place:

Name:

Date:

Designation:


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SCOPE OF WORK AND PAYMENT SCHEDULE

2. Supply, installation and warranty support for all components Inverter (Power Back up) as per **Annexure III** should be supplied, installed, and tested within overall 6 weeks from the date of purchase order at the location as will be mentioned in the respective Purchase Orders.
3. To provide all necessary hardware required to make the equipment work strictly as per technical specifications. The specifications given are minimum. Bidders can quote equivalent or higher technical specifications to meet the Department's requirements. However, no weightage would be given for higher configurations.
4. Vendor/Bidder shall ensure that Support / Service / Upgrades /spares etc. of all supplies must be available for at least 2 years from date of delivery at no extra cost .
5. The Inverter (Power Back up) shall include all components such as Cabinets with lock and key features, power cables, mounting kit, any other cables, accessories and other components should be supplied by the bidder at no extra cost.
6. All necessary entitlement papers of license should be provided.
7. The vendor should provide support with its own resources, which are on their permanent payroll and employee of the bidder's company.

PAYMENT SCHEDULE

Sl. no.	Breakup of payment	Timelines	Payment terms
1	Delivery	6 weeks from the date of PO	1) 70% of the equipment cost on installation and acceptance of the Power Backup equipment. 2) Another 10% after the expiry of warranty period.
2	Installation		20% after installation of all devices subject to successful running of the devices in the production environment of the Department for at least months or at the end of three months from the date of delivery whichever is later

Note: The Department reserves the right to procure extra quantity during the validity period of the offer.


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ANNEXURE VI

FINANCIAL BID DOCUMENT

- I. Name of the Supplier
- II. Address with contact No
- III. Authorized Person with Designation (Contact No.)
- IV. Rates quoted are all inclusive and no separate claims will be made towards any cess, GST, tax, delivery charges, testing charges etc.
- V. Terms of payment for supply of all or any item/s will be claimed only after delivery and successful installation of the same as per supply order and no advance will be claimed by this firm.
- VI. The applicant should submit their bids in sealed envelopes to, **Director, Food Civil Supplies and Consumer Affairs Govt. of Meghalaya, Shillong 793001.**
- VII. Total Quoted Price for all Items. (Both in words and figures) (All inclusive).

DECLARATION

I hereby declare that the information furnished above is true and correct to the best of my /our knowledge. I understand that in case any deviation is found in the above statement at any stage. I/We will be blacklisted and will not have any dealing with the Government in future.

Signature of Authorized Signatory with date.


Director,
Food, Civil Supplies and Consumer Affairs

FORMAT OF QUOTATION

Sl. No. ¹	Items	Specifications (complied or Not complied as per each specs.	Total Qty.	Quoted Unit Rate (in Rs. Inclusive of GST)	*Total Price per item at Destination - inclusive of discounts, all taxes and duties	
					In Figures	In Words
1						
2						
3						
4.						
4						


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UNDERTAKING OF AUTHENTICITY

To:

(Name and address of Procuring Office)

Sub: **Undertaking of Authenticity for supplied Product(s) Ref: RFP No** dated _____

With reference to the Product being quoted to you vide our Bid No: _____ dated _____, we hereby undertake that all the components /parts /assembly/ etc. used in the Product to be supplied shall be original new components / parts / assembly /, from respective OEMs of the Products and that no refurbished / duplicate / second hand components /parts/ assembly shall be supplied or shall be used.

2. Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM suppliers at the time of delivery or within a reasonable time.

4. In case of default and/or the Department finds that the above conditions are not complied with, we agree to take back the Product(s) supplied and return the money paid by you, in full within seven days of intimation of the same by the Department, without demur or any reference to a third party and without prejudice to any remedies the Department may deem fit.

5. We also take full responsibility of both Product(s) & Service(s) as per the content of the RFP even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Dated this day of.....201

(Signature) (Name) (In the capacity of)

Duly authorized to sign Bid for and on behalf of


**Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong**

MANUFACTURERS' AUTHORIZATION FORM

No.

Date:

To:

(Name and address of Procuring Office)

Dear Sir:

Ref: RFP No. _____ dated _____

We, who are established and reputable manufacturers/producers of having
_____ factories/development facilities at _____
(address of factory / facility) do hereby authorize
M/s _____ (Name and address of Authorized Business Partner (ABP)) to submit a Bid,
and sign the contract with you against the above RFP.

2. We hereby extend our full warranty for the Products and services offered by the above ABP against the above RFP.

3. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products supplied by the ABP:

- (a) Such Products as the Department may opt to purchase from the ABP, provided, that this option shall not relieve the ABP of any warranty obligations under the RFP; and
- (b) In the event of termination of production of such Products:
 - i. advance notification to the Department of the pending termination, in sufficient time to permit the Department to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Department, operations manuals, standards and specifications of the Products, if requested.

4. We duly authorize the said ABP to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name of Manufacturer / Producer)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.


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ANNEXURE - IX

WARRANTY CERTIFICATE

We warrant that everything to be supplied by us here under shall be brand new, free from all defects and faults in material workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications/drawings of samples if any and shall operate properly. We shall be fully responsible for its efficient operation.

In case of any latent defect or inconsistency due to poor manufacturing/repair & overhaul of the equipment or defective supply not conforming to the specifications if observed at the time of final inspection and thereafter within 1 year from the date of acceptance, we undertake the guarantee to repair/supply of free of cost the defective items up to the final destination and the inland expenses, borne by the indenter, will be at our cost.

This warranty shall survive inspection and payment for and acceptance of the goods but shall expire (Except in respect of complaints of which the supplier has been notified prior to such date) 12 months after their successful acceptance by the purchaser.

SEAL of manufacturer/supplier Enterprises.

Signature_____

Name & Address of Manufacturer/Supplier

Dated_____


Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong

AGREEMENT

An agreement made ----- day of -----between ----- (hereinafter called the supplier which expression shall include his legal representatives) of the one part and, The Director, Food Civil Supplies and Consumer Affairs, Meghalaya as the other part for the purchase of the under mentioned products at cost mentioned against them viz.: -

Sl. No. ¹	Items	Specifications (complied or not complied as per each specs.	Total Qty.	Quoted Unit Rate (Rs. Inclusive of GST)	*Total Price per item at Destination - inclusive of discounts, all taxes and duties	
					In Figures	In Words
1						
2						
3						
4.						
4						

And on the terms and conditions hereinafter mentioned viz.: -

That all items shall be delivered free of cost at consignee's address.

- (a) That all items supplied shall be new, genuine and of good quality and in exact accordance with the sample submitted/equipment quoted. That the inspection of their items shall be carried out by The Director, Food Civil Supplies and Consumer Affairs, Shillong 793001 himself or by a team of Officers deputed by him at the place mentioned in Para above. The items rejected must be removed by the supplier within a week from the date of rejection. All items not accepted shall lie at the risk of the supplier. If not removed within the period specified above, The Director, Food Civil Supplies and Consumer Affairs, Shillong 793001, shall have the right to dispose of such items as he thinks fit at the risk of the supplier and on his account or if he prefers to charge him rent for the space occupied by same.
- (b) That the time for delivery stated above shall be of the essence of the contract and if the supplier fails to deliver the whole/any part of the items within the period specified in clause (2), the Director, Food Civil Supplies and Consumer Affairs, Shillong 793001, shall have the right to forfeit the deposit mentioned in clause (16) and to purchase the items elsewhere which the supplier has failed to deliver as aforesaid at the expenses of the supplier and the supplier will be liable to pay such further sum as


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will be sufficient to meet the difference of cost between the rates tendered and those at which the purchases are actually made if they be higher. This is without prejudice to action being taken under clause (h) hereof.

- (c) That The Director, Food Civil Supplies and Consumer Affairs, Shillong 793001, shall have full power to reject the whole or any part of the items which to the true intent and meaning is not in exact accordance with the approved sample and that his decision shall be final.
- (d) That the supplier will deposit a sum of **Rs.25000/-** only as EMD (exempted for MSME registered firms) for compliance with the terms and conditions of this contract.
- (e) That the supplier will be entirely responsible for the execution of this contract and shall not assign or sub-let the same.
- (f) If the supplier becomes insolvent or he or his Agent offers any bribe in connection with their contract or the supplier fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof The Director, Director, Food Civil Supplies and Consumer Affairs, Shillong 793001, on behalf of the Government shall terminate the contract and forfeit the said deposit and recover from the supplier any loss suffered by the Government on account of the contract being terminated.
- (g) The rates approved by the purchaser are final and no further payment will be done. The supplier will have to bear the cost at his own. The purchaser will not be held responsible for such obligation.
- (h) The rates approved are inclusive of all prevailing taxes which are to be levied, any, non-inclusion of such amount/Tax will be the liability of supplier.
- (i) The goods received will be accepted only after receiving the satisfactory performance Certificate from the Director FCSCA.
- (j) The supplier will be fully responsible for efficient operation of equipment as per the warranty period from the date of acceptance. However, in case of equipment not working as per the warranty period. The vendor or his authorized representative the supplier will be held responsible and equipment will be replaced by new one at the cost of supplier.
- (k) In case of any latent defect, which is noticed later on within the warranty period from the date of acceptance of equipment, the supplier will be responsible to undertake such repair/supply the defective part, on free of cost at the final destination and inland expenses will also be borne by supplier.
- (l) If any dispute or difference shall arise including this contract, the settlement of which is not hereinbefore provided for the same, shall be referred to the arbitration of The Chief Secretary, Govt of Meghalaya (or any other person nominated by him) whose decision will be final and binding on both the parties.

Signed by the said supplier-----

In the presence of


**Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong**

1st witness Address	2nd Witness Address
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Signed by the said for and on behalf of the
Government of Meghalaya in the presence of

1st witness Address	2nd Witness Address
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**Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong**

DECLARATION BY BIDDER

I / We agree that we shall keep our price valid for a period of one year from the date of approval. I / We will abide by all the terms & conditions set forth in the tender documents No. /

I / We do hereby declare I / We have not been de-recognized / black listed by any State Govt. / Union Territory / Government of India / Government Organization / Govt. Health Institutions.

Signature of the bidder:

Date:

Name & Address of the Firm:


Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong

BID SECURITY DECLARATION FORM

ANNEXURE - XII

(On Company's Letterhead)

BID SECURITY DECLARATION FORM

(To be signed and submitted/uploaded along with Technical bid documents)

Dated:

To
The Director
Food Civil Supplies and Consumer Affairs
Government of Meghalaya.

Sub: Tender No. Opening on

Ref: Our Tender No., dated for the supply of

Sir,

We the undersigned on behalf of and under the authority of M/s..... (herein after referred to as bidder) hereby undertake to declare:

1. That we, the bidders understand that bids can be supported with a Bid Security Declaration, in lieu of submitting Earnest Money Deposit (EMD) specified in above referred tender and
2. That we, the bidder, understand that we shall be automatically be suspended from being eligible for bidding in any contract with Department of Food Civil Supplies and Consumer Affairs, Government of Meghalaya (herein after referred to as purchaser) for a period of 4 years/or for a period as decided by the competent authority, commencing from the closing date of bid submission, on breach, by the bidder, of any of the following obligation(s) under the bid conditions:-
 - i) *On withdrawal from the proposal or on enhancement of the quoted price subsequent to the bid opening and/or during the bid validity period or of its extended period, if any.*
 - ii) *On failing to accept and /or execute the contract after being the successful bidder in accordance with the terms and conditions (including timelines for execution of the Agreement) of the said tender/work order issued thereof or on failure to furnish the Performance Security in accordance with the terms and conditions (including timelines for furnishing Performance Security) of the said Tender/Purchase Order issued thereof.*
 - iii) *On indulging in any act that would jeopardize or unnecessarily delay the process of bid evaluation / finalization /execution of the proposed contract in accordance with timelines as specified by the purchaser.*
3. That we, the bidders understand that this declaration shall remain valid up to Bid validity of tender or it should be executed automatically in case of bid validity is extended.
4. That we, the bidders, understand that this declaration shall expire on our not being a successful bidder and on notice of award of the said contract to another bidder, whichever is earlier.

Authorized Signatory of the Company

Office Seal

Name: _____
Designation: _____
Place: _____
Date: _____


Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya Shillong

ANNEXURE XIII

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

[Date]

To
Director,
Food & Civil Supplies and Consumer Affairs,
Government of Meghalaya,
Horse Shoe Building, Ground Floor,
Lower Lachumiere
Shillong - 793001

Sub: Performance bank Guarantee towards selection of Vendor for Supply and Installation of Inverter (Power Back up)

Ref: RFP for Selection of Vendor for Supply, Installation & Commissioning of Inverter (Power Back up)

(RFP No: ____ Dated: __/__/____)

Dear Sir/Madam,

WHEREAS

M/s. (name of bidder co./firm), a company registered under the Companies Act, 1956, having its registered office at (address of the bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated (Herein after, referred to as "Contract") with you the Department of Food Civil Supplies & Consumer Affairs for Selection of Vendor for Supply, Installation & Commissioning of Inverter (Power Back up).

We are aware of the fact that as per the terms of the contract, M/s. (name of bidder) is required to furnish an unconditional and irrevocable bank guarantee of amount INR _____ in favour of the Director, FCS&CA for an amount <<.....>> and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee. Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of amount <<.....>>), without any demur.


**Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong**

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This PBG shall remain valid for a period of 2 years from the date of signing of contract subject to the terms and conditions in the said Contract.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights to pursue legal remedies against the Department of Food & Civil Supplies, Government of Meghalaya and other concerned Government Departments/agencies of Government of India.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to amount <<....>>), and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in



**Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong**

full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein, our liability under this Performance Bank Guarantee shall not exceed amount INR <<....>>

The PBG shall be remain valid for the period of 2 years from signing of Contract; and We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only if we receive a written claim or demand on or before (Date) i.e. 2 Years from start of contract period for the engagement of Vendor for Supply, Installation & Commissioning of Inverter (Power Back up)

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the abovementioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in the for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.

Dated this Day 2018.

Yours faithfully,

For and on behalf of the

Bank,

(Signature)

Designation

(Address of the Bank)

Note: This guarantee will attract stamp duty as a security bond. A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.



**Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong**