



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

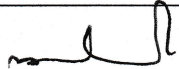
NOTICE INVITING TENDER

Dated: 13th January, 2023

NO DSCA.96/2011/Pt.III/242: The Director, Food & Civil Supplies & Consumer Affairs, Government of Meghalaya, invites Requests for Proposals (RFP) from Authorized and Experienced Agencies “Supply, Installation and Maintenance of E-weighing machines devices for Meghalaya at Fair Price Shops (FPSs) Godowns”. Interested firms may submit their quotation to the office of the undersigned on all working days from 10-03-2023 to 17-03-2023. Detailed Request for Proposal (RFP) may be downloaded from the website <http://megfcsca.gov.in>

1. PARTICULARS OF TENDER:

Sl.	Activity	Details
1.	Date & Time of release of RFP Document	Date & Time : 13/01/2023
2.	Tender fee and EMD (For startup subject to GoI Notification to that effect.)	Tender Fee : Rs. 10,000/- EMD : Rs. 1,00,000/-
3.	Date & Time of Bid Submission	10 th March, 2023
4.	Last Date / Time of Bid Submission	17 th March, 2023
5.	Date & Time of opening of Technical Bid	Will be notified later
6.	Date & Time of Financial Bid opening	After Technical Evaluation date shall be intimated
7.	Date & Time of Pre Bid Meeting	Will be notified later
8.	Date & Time for Submission of Queries (By email at pmu.fcs-meg@gov.in & fcsca-meg@nic.in)	Will be notified later
9.	Date & Time of release of responses to clarifications / queries / corrigendum	Will be notified later


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Meghalaya, Shillong
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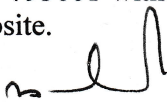
MEMO NO DSCA.96/2011/Pt.III/242

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Dated Shillong, the 13th January, 2023.

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

REQUEST FOR PROPOSAL (RFP)

SUPPLY, INSTALLATION, AND MAINTENANCE OF e-WEIGHING MACHINES DEVICES FOR MEGHALAYA AT FAIR PRICE SHOPS (FPSs) GODOWNS.

Department of Food Civil Supplies & Consumer Affairs
GOVERNMENT OF MEGHALAYA



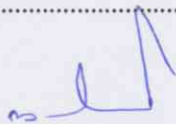
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1. Executive Summary

With an aim to bring in reforms in the functioning of Targeted Public Distribution System (TPDS), the Food and Civil Supplies Department, Government of Meghalaya is committed to modernize the operations at all Fair Price Shops (FPSs) in the State by installing the e-weighing machines at all FPSs Godowns.

Currently, foodgrains distribution at FPSs is being weighted manually ie manual weighing scale is used, giving in room for various malpractices leading to inefficient PDS operations. It is therefore envisaged to overcome such challenges of the manually managed FPS operations, the FCSCA Department intends to install electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) at all FPSs Godowns 5000 (approx.) of FPSs in the State in phases. This would ensure transparent and efficient FPS operations, and enhance food security by controlling malpractices and bring in efficiency.

2. Introduction

The Department of Food Civil Supplies and Consumer Affairs has implemented the FPS Automation Project since October 2020 for NFSA beneficiaries targeting around **421503** households / **2145145** beneficiaries across *Antyodaya Anna Yojana* (AAY) and Priority Household (PHH) categories of NFSA.

Monthly allocation of foodgrains in the State for NFSA beneficiaries is about **10800.27** MT of Rice.

In order to accurately control the utilization of the benefits, the Department endeavors to provide a robust and transparent Targeted Public Distribution System (TPDS) with an overall aim of enhancing food security and controlling the malpractices. Understanding the shortcomings of the weighing of foodgrains at the FPS level, the Department has taken various initiatives for promoting the implementation of Information and Communication Technologies (ICTs) and e-Governance for improving the Supply Chain mechanism.

Therefore, to ensure delivery of essential commodities/subsidized foodgrains to the rightful beneficiaries/households at the right time and in right quantity, the Department of Food & Civil Supplies, Government of Meghalaya, intends to install electronic weighing machines capacity of at least 50 Kgs compatible with e-POS devices) installed at all FPSs Godowns in about 4800 (Approx) This is expected to prevent pilferages and malpractices in distribution of highly subsidized foodgrains and increase accountability and efficiency in the entire Supply Chain operations.

In this perspective, the Department of Food and Civil Supplies, Government of Meghalaya, invites proposals from well-established firms for supply, maintenance & deployment of electronic weighing machines capacity of at least 50 Kgs compatible with e-POS devices) at the Fair Price Shops in Meghalaya (including warranties and support, etc.). The procurement process, product specifications and overall requirement are described in subsequent sections/annexures of this RFP document.



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2.1. Objectives of Project

The primary objective of the project is the effective installation of electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns. The primary objectives of this project are:

- a) Installing electronic weighing machines capacity of at least 50 Kgs compatible with e-POS devices) in all the Fair Price Shops
- b) Integrating electronic weighing scales with the electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns "for enhancing the transparency in the foodgrains distribution by the FPS dealers
- c) Thereby, enhancing the accuracy in the delivery of subsidized foodgrains to the beneficiaries, in terms of correct weighment and to electronically capture the transacted quantity on the ePOS receipts
- d) In the absence of a technology driven mechanism to record the actual weighment of foodgrains at the time of distribution, the FPS dealers while using manual/disintegrated scales are likely to continue indulging in malpractices of under-weighment of beneficiary entitlements, creating scope for pilferage of subsidized foodgrains
- e) Prevention of pilferage and diversion of essential commodities/foodgrains and putting a check on other malpractices
- f) Gap Analysis, more accurate demand and supply analysis for realistic future planning, Demand and Supply Analysis using AI/ML with multivariate data sets on a Geospatial platform for systematic planning & governance.

2.2. Number of FPSs in the State

There are approximately 5000 (Approx) Fair Price Shops in the State. The presence of FPSs are more in the rural areas than in the urban areas of the State.

2.3. Structure of the RFP

The Request for Proposal (RFP) document for "Supply, Installation and Maintenance of electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns", consists of following sections –

- a) Eligibility criteria, bidding schedule, instructions for bid submission.
- b) Details of scope of work, technical specifications, delivery, installation and commissioning timelines for this project.
- c) Penalties applicable to the project.
- d) Outlines of legal terms & conditions applicable to the project.
- e) Details of other general Terms & Conditions.



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2.4. Bidding Schedule

Various activities of the Bidding Process leading to the selection of bidder along with the timelines are mentioned in the table below -

Sl.	Activity	Details
1.	Date & Time of release of RFP Document	Date & Time : 13/01/2023
2.	Tender fee and EMD (For start up subject to GoI Notification to that effect.)	Tender Fee : Rs. 10,000/- EMD : Rs. 1,00,000/-
3.	Date & Time of Pre Bid Meeting	Start Date & Time : will be notified later End Date & Time :
4.	Date & Time for Submission of Queries (By email at pmu.fcs-meg@gov.in & fcsca-meg@nic.in)	Start Date & Time : will be notified later End Date & Time :
5.	Date & Time of release of responses to clarifications / queries / corrigendum	Date & Time : will be notified later
6.	Date & Time of Bid Submission	Start Date & Time : 10/03/2023 End Date & Time : 17/03/2023 3 PM
7.	Date & Time of opening of pre-qualification proposals	Start Date & Time : will be notified later End Date & Time :
8.	Last date-time for submission of EMD	Date & Time : 17/03/2023 3 PM Location : Directorate of Food Civil Supplies and Consumer Affairs.
9.	Date & Time of Financial Bid opening	After Technical Evaluation date shall be intimated

2.5. Preparation and Submission of Proposal

2.5.1. Completeness of Bids

Bidders are advised to study all instructions, forms, terms, requirements and other Information in the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish the information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its proposal. The RFP Document is not transferable to any other bidder.

2.5.2. Language

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be in English.

2.5.3. Preparation and Submission of Bid

The bidder is responsible for registration and submission of tender at their own cost. The bidders are advised to go through the guidelines and instructions, as provided on the Department website. The Bidder shall submit the proposals as described below-

- Proposal that are incomplete or not in prescribed format may be rejected.



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- b) Technical and financial proposals should be submitted to the office of Directorate of food Civil Supplies and Consumer Affairs of the Government of Meghalaya.
- c) **Technical Proposal** scanned copy (if PDF Format) should be signed on each page, with file name clearly mentioning: "Technical Proposal for ____" should be submitted in a separate enveloped to the office of Directorate of food Civil Supplies and Consumer Affairs of the Government of Meghalaya.
- d) The proposal should be as per the Technical Proposal format provided in this RFP document at **Annexure II: Technical Proposal Formats**
- e) **Financial Proposal** – Financial proposals should also be filled and submitted with file name clearly mentioning: "Financial Proposal for ____ as per format provided in this RFP document at **Annexure III: Financial Proposal Formats**
- f) The financial Bid should be inclusive of operating manuals, forwarding, freight, installation charges at sites, warranties, manpower support etc.
- g) Conditional proposals shall not be accepted on any ground and shall be rejected.
- h) If any clarification is required, the same should be obtained before submission of the bids.
- i) Bidders are advised to upload the proposals well before time to avoid last minute issues.
- j) Bidders claiming exemption of Tender fee/EMD under this rule(170 of GFR) are however required to submit a signed Bid securing declaration (**Annexure X**) accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 5 years from being eligible to submit Bids for tenders with Department of Food Civil Supplies and Consumer Affairs, Government of Meghalaya.
- k) Both technical and financial bids have to be submitted to:
**Director of Food Civil Supplies and Consumer Affairs,
Horse Shoe Building (Ground Floor)
Lower Lachumiere, Shillong-793001**

2.5.4. Late Bids

Proposal after due date and time shall not be accepted.

2.5.5. Proposal Validity

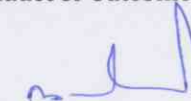
The proposal must be valid for **180 days** from the submission due-date of the proposal as mentioned in this RFP document or subsequent corrigendum (if any). However, the Department of Food & Civil Supplies, Government of Meghalaya may extend this period, if the bidder accepts the same in writing.

2.5.6. Legal Stamping

The supplier should supply the machine, duly stamped by the officer concerned of the Legal Metrology Department of Meghalaya, to the consignee Fair Price Shop owner and submit duly acknowledged copy of the documents to concerned Fair Price Shop owner Godowns of delivery

2.5.7. Cost and Currency

The offer must be given in Indian Rupees only. The price will remain fixed for the period of the contract and no changes for any reason what so ever will be allowed. The bidder shall bear all the costs associated with the preparation and submission of its bid, and the purchaser will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.



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2.5.8. Interpretation of the clauses in the RFP Document

In case of any ambiguity in the interpretation of any of the clauses in Tender Document, the Department's interpretation of the clauses shall be final and binding on the bidder. The decision taken by the Department in the process of Tender evaluation will be full and final.

2.5.9. Amendment of Tender Document

At any time prior to the deadline for submission of bids, the Department for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by amendment. Any such communication shall be posted on website and bidders are requested to visit Department website for updates, modification and withdrawal of Offers.

2.5.10. Deviations

The bidder shall not be allowed to make any deviation whatsoever from the terms and condition and technical specifications specified in the RFP. All the bidders should submit a 'No Deviation Form' as per the format given at **Annexure-IV**.



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3. Qualification Criteria and Bid Evaluation

3.1. Eligibility Criteria

Sl.	Eligibility Criteria	Documents to be submitted
1.	The bidder must be a company incorporated in India, registered under the Company's Act 1956. Proprietorship Firm / Partnership Firm will not be entertained.	Certificate of Incorporation along with Memorandum of Association and Articles of Association.
2.	The bidders shall be System Integrator / Distributor / OEM of Weighing machines holding valid license issued by the Department of Legal Metrology, Government of India. The Bidders are directed to upload valid Dealer/Manufacturer/Repairer license issued by the Department of Legal Metrology, and the Certificate of approval of Model issued by the Department of Legal Metrology Govt. of India (See details of documents to be submitted for technical evaluation clause-14)	All Documents to be enclosed
3.	The bidder/OEM should be in the business of supply, installation and maintenance of electronic weighing machines capacity installed at Government / PSU Departments / Private Enterprises in India for last three years as on date of submission of bid. A demo of integration with e-POS devices is to be presented during the opening of Technical bid	Copies of Purchase/Work Orders/ Installation Certificates/ Client Certificates.
4.	The bidder should have an annual turnover of Rs. 20 Crore in last 3 financial years (FY 19-20, FY 20-21, FY 21-22).	Audited Financial Statements certified by Chartered Accountant / Audited Balance Sheets
5.	The Bidder or OEM must have supplied a minimum of 1500 electronic weighing machines to Government / for Public Sector project in the last 3 financial years (FY 19-20, FY 20-21, FY 21-22)..	Copies of Purchase/Work Orders/ Installation Certificates/ Client Certificates.
6.	Bidder shall be electronic weighing machines manufacturer or Authorized System Integrator or Authorized Distributor of the OEM.	Authorization letter from OEM / Authorized System Integrator / Authorized Distributor (capable to give manufacturers authorization) as per the enclosed format on Annexure-V
7.	The bidder / OEM shall have a valid ISO 9001:2008 or better.	Copy of the valid Certificate
8.	The bidder shall be registered for GST and shall have valid PAN number.	Copy of GST registration, Copy of PAN documents
9.	The bidder shall not have been blacklisted for fraudulent and corrupt practices by	Notarized Affidavit on Stamp Paper of INR 100.00

Sl.	Eligibility Criteria	Documents to be submitted
	Central Government or any State Government - Department/ PSU/ Agency/ Organization in India in last years at the time of submission of the Bid.	
10.	The Bidder / OEM should have integration experience with hardware & software deployment and support capability.	Copies of Purchase/Work Orders/ Installation Certificates/ Client Certificates

3.2. Tender Evaluation Methodology

3.2.1. Tender Opening

- a) Technical Proposal for only those Bidders who have been found to be in compliance with the Eligibility Criteria mentioned above would be considered by the Department for further evaluation.
- b) Technical proposals of bidders shall be compared within respective product category and ranking of technical score would be carried out within the same category.
- c) Only those Technical Bids, whose proposed Electronic weighing machine (at least 50 Kg) comply with the technical specification given on Annexure-I shall be considered for further evaluation. In this regard the Bidder should provide a compliance statement to the technical specifications in the form of 'Complied' or 'Not Complied' should be enclosed in the technical bid. The compliance statement should contain the signature of the authorized person and the seal of the company.
- d) A maximum of two representatives from each Participating Organization would be allowed to attend the Tender Opening. The Bidder's representatives, who may choose to attend the session, should attend the Tender opening at the Date and time mentioned in the Bid Data Sheet or as per the Date and Time revised in the subsequent communication given by the Department through portal <http://megfcsca.gov.in>
- e) During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete and eligible, whether required bid security has been furnished and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
- f) To assist in the scrutiny, evaluation and comparison of offers, the Department may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, facsimile. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Department in the evaluation of the bids.

3.2.2. Technical Evaluation

To evaluate the Tender the Department shall formulate a **Tender Evaluation Committee (TEC)** (also referred to as "**Evaluation Committee**"). The Evaluation Committee shall evaluate the Technical and Financial bids as per the following process:

- a) Tender Evaluation Committee shall evaluate and compare the technical bids that have been determined to be substantially responsive.
- b) Tender Evaluation Committee shall review the Technical Proposal along with Eligibility Criteria. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, Evaluation Committee may, at its discretion, ask any Bidder for a clarification of its bid.


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- c) Eligible bidders scoring => 70 points in the Technical evaluation shall only be considered for financial bid evaluation.
- d) The Financial Proposals/Bids of only those Bidders who have been qualified in the Technical Proposal will be opened in the presence of their representatives, who may choose to attend the session on the specified date, time and address mentioned in the Bid Data Sheet.
- e) Technical Proposals of bidders shall be evaluated by the Tender Evaluation Committee as per the criteria mentioned below and allot technical scores to the bidders.

Sl.	Description	Requirement/ Maximum Score	Supporting Documents
A.	Product(s) proposed in the technical proposal are in compliance with the Technical Specification electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns" as mentioned in Annexure-I	Mandated / Pre- Requisite for further evaluation	Compliance sheet as per Annexure- VI
B.	Technical Evaluation Framework	70 points	
1.	Bidders Turnover: Annual average turnover of Bidder in last 3 financial years (FY 19-20, FY 20-21, FY 21-22). <ul style="list-style-type: none"> ● 20 to 25 Cr = 10 Points ● > 25 Cr = 15 Points 	15 points	Audited Financial Statements / Balance Sheets by a Certified Chartered Accountant
2.	Electronic weighing machines supplied in the last 3 financial years (FY 19-20, FY 20-21, FY 21-22). <ul style="list-style-type: none"> ● Single Order of 1500 Weighing Machines = 5 Points ● Single Order of more than 1500 weighing machines = 10 Points 	10 points	Work order copy/ Installation/client certificate
3.	The Bidder / OEM should have Integration & Analysis capability with respect to hardware & software deployment. <ul style="list-style-type: none"> ● CMMi Level 3 & above - 5 Points ● Deployment of Geospatial AI / ML Platform in minimum 1 state - 5 points ● AI/ML Analysis with Interdisciplinary & multivariate Data sets in minimum 1 state - 5 Points 	15 points	Work order copy/ installation/client certificate
4.	The Electronic weighing machines with <ul style="list-style-type: none"> ● IP 68 Certificate - 15 Points ● IP 67 Certificate - 10 Points ● IP 66 or Lower Certificate - 5 Points 	15 points	

Sl.	Description	Requirement/ Maximum Score	Supporting Documents
4.	Approach & Methodology: <ul style="list-style-type: none"> • Help desk Solution = 2 Points • Support & Maintenance = 2 Points • Training Plan = 1 Point 	15 points	Submit Relevant sections along with the Bid documents
C.	Technical Demonstration/PoC Integration of e-Weighing Machine with e-POS devices)	30 points	
	Total	100 points	

Note to bidders:

- FCS&CA Department or any other authorized representatives reserves right to visit (or conduct telephonic verification) bidder's customers where such a similar project execution has taken place.
- Bidders who score overall 70 points or higher in the technical evaluation, as per the criteria mentioned above, shall be considered for financial evaluation.

3.2.3. Financial Evaluation

- a) The Financial Bids of technically qualified bidders (i.e. scoring ≥ 70 points) will be opened on the prescribed date in the presence of authorized representatives of bidders.
- b) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- c) The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- d) Any conditional bid will be rejected.
- e) If there is a discrepancy between words and figures, the amount in words will prevail".
- f) If there is no price quoted, the bid shall be declared as disqualified.
- g) In the event that there are 2 or more bidders having the same value in the financial bid, the bidder securing the highest technical score will be adjudicated as the "Best responsive bid" and will be given preference for engagement.

3.2.4. Selection of the Bidder(s)

Identification of bidder with lowest commercial bid (L1) will be determined as per the criteria below:

- a) The Bidder, who has submitted the lowest Commercial bid, as per the format provided in this RFP document /form on the Department website shall be termed as the L1 bidder.
- b) Similarly, bidders quoting second and third lowest financial bid will be termed as L2 and L3 bidders.
- c) A confirmation on the lowest financial quote will be sought from the L1 bidder.
- d) If L1 bidder fails to accept the financial quote along with terms & conditions, the bid will be treated as cancelled and EMD of that bidder will be forfeited.
- e) In such a scenario the L2 bidder will be declared as the Lower bidder and a price confirmation from that bidder will be sought.



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3.2.5. Failure to Agree with the Terms & Conditions of the RFP / Contract

Failure of the successful bidder to agree with the terms & conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the bidder's proposal or the award of contract. In case of such an event the Department of FCS&CA would reject the bidder's proposal and forfeit the EMD amount as specified in the document.

4. Scope of Work

Food Civil Supplies & Consumer Affairs (FCS&CA) Department, Government of Meghalaya is looking forward to modernize the weighment operations at nearly 5000 (Aprox) number of Fair Price Shops by installing electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns" to achieve the following objectives:

- (i) Integrating electronic weighing scales with the electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns" for enhancing the transparency in the foodgrains distribution by the FPS dealers. The API of the current running software on the e-POS will be supplied by NIC HQ Delhi.
- (ii) Thereby, enhancing the accuracy in the delivery of subsidized foodgrains to the beneficiaries, in terms of correct weighment and to electronically capture the transacted quantity on the e-POS receipts
- (iii) In the absence of a technology driven mechanism to record the actual weighment of foodgrains at the time of distribution, the FPS dealers while using manual/disintegrated scales are likely to continue indulging in malpractices of under-weighment of beneficiary entitlements, creating scope for pilferage.

The indicative scope of work for bidder(s) to install electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns" shall include:-



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4.1. Supply, Installation and Maintenance of electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns"

The envisaged scope of work for successful bidder/supplier shall be as given below:

4.1.1. Procurement and Supply of electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns".

1. The Bidder/Supplier shall be responsible for supply, installation and maintenance of electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns" as per the minimum specifications given in the RFP. The Supplier shall demonstrate the compliance of electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns", as per the RFP/contract.
2. The current requirement of number of electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns" required to be supplied at the FPSs are as mentioned in the Section-5 above.
 - ***The number of FPSs in a district is subject to change in future.***
3. The Bidder/Supplier shall make available additional electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns" at each district level of the state to address any electronic weighing machine break-downs. Supplier shall ensure that the stock maintained at the district level is sufficient enough to ensure timely replacement of faulty machine at FPS. ie 5 % of the total number e-weighing machine.
 - *In case of any delay in the repair/replacement of electronic machines a penalty shall be imposed on the Supplier for each incident SI shall be required to certify such availability of the stock of electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns" in good and running conditions on monthly basis to the District/Subdivision FCS office.*
 - *In case, if during the course of operations at any given point of time Department realizes that the stock maintained at the District/Subdivision FCS&CA office is not sufficient and there are delays observed in the replacement of the electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns" resulting in delay in the distribution of food grains, the Department will increase the electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns" stock percentage to be maintained by the Supplier*
4. The bidder should ensure that all the components in electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns" offered are as per the approved specification. No item with short supply or with different technical specifications shall be accepted in any circumstances. The devices being supplied by the SI should be tested and certified prior to delivery of the device to the Department.
5. The Supplier shall provide such packing as is required to prevent damage or deterioration of the goods during transit to their final destination. The packing shall be sufficient to withstand, without limitations, rough handling during transit and exposure to extreme temperatures and precipitation during transit and open storage.
6. The bidder shall depute its technically qualified representative for installing the delivered quantity of electronic weighing machines capacity of at least 50 Kgs (compatible with e-



POS devices). The designated officer from the Department will inspect the electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) and fill up the post-delivery inspection report. Rejected equipment(s) shall be handed over to the authorized representative of the Supplier. The numbers of such defective equipment(s) shall be specified in the post-delivery inspection report.

7. The bidder is also required to provide support to Departments in reference to faulty electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices). They would be required to replace/ fix/provide resolution as per the **terms and conditions** of this RFP document. The entire cost of replacement including transportation from the Manufacturing Plant or Port of Landing to the FPS location shall be borne by the concerned bidder.
8. In case Fair Price Shops increase in the State in the future, the Supplier shall be willing and able to service those shops as per the finalized rates and terms and conditions described in this RFP document.
9. The security of the electronic weighing machine will be the responsibility of the FPS shop keeper after handing over the machine to him. In case, any electronic weighing machine fails to perform as expected, due to defects caused by reason such as mishandling, misuse, abuse, physical damage, lightening, unauthorized opening of electronic weighing machine, the same would be required to be repaired/replaced by SI. Regarding mishandling, misuse, abuse, physical damage, unauthorized opening of electronic weighing machine by FPS dealers, the Department would constitute a committee comprising of FCS&CA staff at district/sub-division level. In case committee finds that damage has been caused due to mishandling, misuse, abuse, physical damage, unauthorized opening of electronic weighing machine by FPS dealers. The cost of repair/replacement of electronic weighing machine would be paid by FPS Dealer. Charges/landing cost after the completion of:
 1. 1st Year – 60% of the MRP declared on the cost of the device whichever is low.
 2. 2nd Year – 40% of the MRP declared on the cost of the device whichever is low.
 3. 3rd Year – 20% of the MRP declared on the cost of the device whichever is low.

The MRP/Landing Cost of electronic weighing machine to be paid by FPS Dealer would be indicated by the SI as part of financial bid.

4.1.2. Features of : Electronic Weighing Scale:

1. Machine should be able to integrate or communicate with the ePOS device GL-11 (installed at FPS Godown) of the State through USB cable or wireless connectivity
2. Device should have features to prevent tampering and capability for tamper proofing & alerting.
3. IS:9281-3 (1981) part I,II, III & Part IV certified for the said machine
4. Capacity should be at least 50 kg.
5. The machines should be IP 68 rated.
6. Class Type III
7. Bright LED /VFD Display
8. Minimum backup time of 8 hours
9. 3 Year warranty & Service Support of the electronic weighing machine.



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4.1.3. Development of training material & training to FPS Dealers and FCSCA officials:

1. Supplier must prepare and supply the training material in English, Khasi and Garo. The material developed should be highly user friendly and should have update contact information pertaining to the local office, helpdesk support number and escalation point. Such material shall be shared to FPS dealer by the SI directly as well as through District/Sub-division FCSCA office.
2. Supplier must ensure that the training material developed are uploaded on the FCSCA portal and can be accessed online.
3. The Supplier shall give training to all FPSs using the electronic weighing machines. as well as in troubleshooting of simple/basic errors if any. The Supplier has to assess the number of trainings depending on the Fair Price Shops in each district/sub-division.

5. Financial Model, Payment Schedules and penalties

5.1. Financial Model and Payment Schedules for the Supplier

After the completion of the tender process, an agreement has to be executed between Department of Food Civil Supplies and Consumer Affairs Government of Meghalaya and the successful L1 bidder and subsequently Purchase Orders will be issued from **the concerned office**.

- a) 50% Payment will be made from concerned Department Office on supply, installation and production of stamping certificate from the Department of Legal Metrology, Government of Meghalaya and satisfactory working report from the end user (FPSs) of the e-Weighing machines at the addresses provided in the Purchase Order.
- b) Balance 40% will be paid only after 1 year warranty period of supply, installation and production of stamping certificate from the Department of Legal Metrology, and satisfactory working report from the end user of the e-Weighing machines at the addresses provided in the Purchase Order.

Balance 10% will be paid only after 3 years warranty & Support Service period or on production of bank guarantee for the amount equivalent to the balance payment.

5.2. Penalties

Break down service calls should be attended within 48 hours failing which penalty @Rs.50/-per day will be realized from the Performance Guarantee. Service consequent to service calls shall be provided within 48 hours of the call. If the repair /replacement of the equipment's/Parts are delayed more than this, the supplier shall provide stand by equipment's of similar configuration with valid verification certificate enabling its use in the state of Meghalaya. In case of repeated defaults in service, further action including vendor -blacklisting and forfeiture of Performance Guarantee will be resorted to.



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5.2.1. Delay in supply/work during supplying.

Delay cut will be levied @0.5% of the total cost for each days of delay up to 10 days. Delay beyond 10 days from the scheduled date of delivery as per the Purchase Order will be considered as non-supply and penalty of 10% of total cost will be imposed from the pending /future Payment. Stock delivered after 10 days delay may be accepted at the discretion of the Department FCSCA and a penalty of 10% will be charged at such instances.

6. Contract Terms & Conditions

- The successful Bidder shall execute an agreement/contract within 30 days from the 'Award of Contract' from the FCSCA Department. Only in certain exceptional circumstances, on request for extension by successful bidder in writing, the Department reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given.
- In addition to terms and conditions being mentioned hereunder, all terms and conditions of the RFP and corrigenda issued will also be applicable for the contract.
- There shall be agreement between the Department of FCSCA and Successful bidder. On failure of execution of the agreement by the successful bidder, the EMD furnished will be forfeited.

6.1. Performance Bank Guarantee (PBG)/ Security Deposit

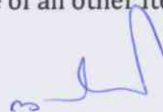
- a) The Supplier shall be required to submit PBG of 3% of the total **quoted** value. The contract value, for the purpose of PBG, shall be arrived at using the following formula:
- b) The PBG should be issued by a Scheduled Commercial /Nationalized Bank in India, in favour of **Director, FCS&CA** payable at State Bank of India.
- c) The Supplier shall have to submit the PBG as per the format given at Annexure IV.
- d) The PBG shall be denominated in the currency of the contract and will be for an amount as mentioned above. All charges with respect to the PBG shall be borne by the bidder. The PBG shall be remaining valid for a period of six years from the date of signing of contract.
- e) The PBG will be discharged / returned by the Department upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee
- f) In the event of the bidder being unable to service the contract for whatever reason, the Department would invoke the PBG. The Department shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.

6.2. Validity period/Duration of the engagement

The engagement shall remain in force for 3 years from date of signing of Contract.

6.3. Taxes and Duties

Rates should be inclusive of all Taxes and inclusive of all other items.



6.4. Transfer / Sub-Contracting

The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof. However, in case of circumstances beyond the control of bidder, transfer/ sub-contracting may be permissible with the written concurrence of Principal Secretary/Secretary, Department of Food and Civil Supplies, Government of Meghalaya.

6.5. Completeness of Contract

The contract will be deemed as incomplete if any component of the hardware, handholding, Training, etc., or any documentation relating thereto is not delivered, or is delivered but not installed and /or not operational or not acceptable to the indenter/buyer after acceptance testing /examination. In such an event, the supply and installation of hardware, will be termed as incomplete. The hardware will be accepted by concerned officer of the Department after successful commissioning and satisfactory functioning of equipment.

6.6. Suspension & Termination of Bidder/Supplier

- a) The FCSCA Department reserves the right to cancel the tender without specifying any reason thereof.
- b) Subject to the provisions mentioned here under this Agreement shall terminate at the expiry of the agreement term.
- c) Either party may terminate this Agreement if the other party breaches the terms of this Agreement and fails to rectify it within 30 days of receiving notice of breach.
- d) Either party with the consent of the other party can terminate this Agreement by giving a 30-day written notice.
- e) The FCSCA Department reserves the right to terminate the contract in case Supplier gets blacklisted by the Government of Meghalaya, or any other Ministry of Government of India, or any other State/UT Government/Administration during the course of Project or if Supplier is convicted in a legal/tax evasion case or on account of any other legal misconduct of the Supplier.
- f) FCSCA Department reserves the right to terminate the contract if deductions on account of penalties & liquidated damages exceeds more than 10% of the total contract price.
- g) The FCSCA Department may serve written notice on Supplier at any time to terminate this Agreement with immediate effect in the event of a reasonable apprehension of bankruptcy of the Supplier.
- h) In the event that the FCSCA Department terminates this Agreement due to the breach of the Supplier as per the conditions of this agreement, the Department shall be entitled to invoke the Project Performance Guarantee.
- i) Upon expiry, this Agreement may be extended and/or renewed and/or taken over by the FCSCA Department on behalf of Government of the subject to the terms of this Agreement.
- j) The Department may, at any time, terminate the engagement by giving 30-day written notice to the Supplier without any compensation (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 accrued or will accrue thereafter to the Department)



k) The engagement of the bidder shall be suspended, and the bidder may be blacklisted forthwith by the FCSCA Department under following circumstances/reasons:

- Violation of any condition of the tender/ contract or part of any condition of the tender contract of engagement, or
- Deviation found in quality and quantity of the product supplied, or
- On finding hardware as pirated, or
- If it is found that during the process of award of contract, fraudulence was made by the bidder or the vendor if found to resort to the fraudulent practice in getting supply order like offering incentive in terms of free product or money.

l) As stopping the supply of faulty/substandard product and taking appropriate action in this regard is of an urgent and emergent nature required to protect the interest of the Government, the engagement of the concerned will be suspended. However, before taking the final decision on the matter, all concerned will be given reasonable opportunities to explain their stand. After enquiry, if the bidder is found guilty, the engagement of the concerned bidder for the product in question will be cancelled and other appropriate legal action shall also be initiated against all concerned. In case of any dispute, the decision of the Principal Secretary/Secretary shall be final and binding.

6.7. Compensation for Termination of Contract

If the bidder fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by FCSCA Department, without any valid reasons acceptable to FCSCA Department, FCSCA Department may terminate the contract after giving 1 month notice, and the decision of FCSCA Department on the matter shall be final and binding on the bidder. Upon termination of the contract, FCSCA Department shall be at liberty to get the work done at the risk and expense of the bidder through any other agency, and to recover from the bidder compensation or damages.

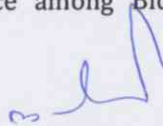
6.8. Amendment

No provision of Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of all the parties and which expressly states to amend the present Contract.

6.9. Corrupt / Fraudulent Practices

The Purchaser requires that the Bidders under this tender should observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines the terms set forth as follows:

- a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract, procurement process or in contract execution;
- b) In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.
- c) "Fraudulent practice" means a misrepresentation of facts in order to influence award of contract or a procurement process or an execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid



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submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;

- d) The Purchaser will suspend the award of contract/black list the bidder if prima-facie it is established that the bidder had engaged in corrupt or fraudulent practices in competing for the contract in question.
- e) The Purchaser will declare a bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, this contract.

6.10. Resolution of Disputes

FCSCA Department, Govt. of Meghalaya and the successful bidders shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract.

Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the meaning, scope, operation or effect of this Contract or the validity of the breach thereof, which cannot be resolved, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. 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 nominated by the Secretary, Department of Law/Legal Affairs, Government of Meghalaya ("Law Secretary"). 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. The Arbitration proceedings will be held at Shillong, Meghalaya India.

6.11. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Courts at Shillong, Meghalaya only.

6.12. Indemnity

The successful bidders/Supplier shall indemnify, protect and save the Department and the Department against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components, (hardware etc.) and the services rendered under this tender.

6.13. Publicity

Any publicity by the Supplier in which the name of the FCSCA Department or their authorized representatives is to be used, shall only be done with the explicit written permission of the FCSCA Department or their authorized representatives.

6.14. Compensation for Termination of Contract

If the Supplier fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, as may be allowed, without any valid reasons acceptable to FCSCA Department, it may terminate the contract after giving 1 month's notice, and



the decision of FCSCA Department on the matter shall be final and binding on the bidder. Upon termination of the contract, Department shall be at liberty to get the work done at the risk and expense of the bidder through any other agency, and to recover from the bidder compensation or damages.

6.15. Liquidated Damages

Time is the essence of the Agreement and the delivery dates are binding on the Supplier .

In the event of delay in supplying of equipment's as specified in this Contract / furnishing of deliverables, or any gross negligence leading to delays in supplying the equipments for causes solely attributable to the Supplier, the FCSCA Department shall be entitled at its option to recover liquidated damages from the System integrator. The bidder shall be liable to a penalty as per penalties clauses of this RFP document or as agreed in the contract. In case, if delay goes beyond a period of 50 days, the FCSCA Department may reserve the right to terminate the contract. Department in such scenario will forfeit the Performance Bank Guarantee of the selected bidder. Any payment, if already made by the Department will also be recovered from the Supplier.

This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to FCSCA Department under the contract and law.

6.16. Performance Obligations

While providing services as per Scope of Work, the successful bidder shall ensure that there is no infringement of any patent or design rights or violate any intellectual property or other right of any person or entity and shall comply with all applicable Laws, Statute, regulations and Governmental requirements and he/she shall be solely and fully responsible for consequence / any actions due to any such infringement.

6.17. Training of FPS Dealers and Govt. Officials

Training sessions conducted by Supplier for the FPS dealers and identified Govt. Officials/ other key stakeholders, shall be verified by authorized representatives of the FCSCA Department, who will conduct a survey, collect feedbacks from the participants and submit a report on quality and effectiveness of the training provided by the SI.

6.18. Force Majeure

- a) Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.
- b) For purposes of this clause, "Force Majeure" means an event beyond the control of both the parties (Govt. & SI) and not involving the both the parties and not involving the fault of both the parties and negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on both the parties.
- c) If a Force Majeure situation arises, the any of the parties shall promptly notify the other in writing of such conditions and the cause thereof. Unless otherwise directed by, the bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) The Department may also discuss the issue with the supplier and revise the existing timelines for the Project. If the supplier does not complete the supply of equipments in



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accordance with the revised timelines, the Department will have the option to invoke the Performance Guarantee and/or terminate this Agreement.

- e) If an event of Force Majeure continues for a period of Sixty (60) days or more, the parties may, by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for services already delivered or performed.
- f) The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects:
- (i) Natural Events ("Natural Events") to the extent they satisfy the foregoing requirements including:
- Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - Explosion or chemical contamination (other than resulting from an act of war);
 - Epidemic such as plague;
 - Any event or circumstance of a nature analogous to any of the foregoing
- ii. Other Events ("Political Events") to the extent that they satisfy the foregoing requirements including:
- Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
 - Any act of Government
 - Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
 - Any event or circumstance of a nature analogous to any of the foregoing

6.19. Right to terminate the process

FCSCA Department, reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of control, without thereby incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor(s) of the grounds for such action.

FCSCA Department makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this RFP does not constitute an offer by FCSCA Department. The bidder's participation in this process may result in the FCSCA Department selecting the bidder to engage in further discussions and negotiations.



7. Annexures to this RFP

7.1. Annexure I: Technical Specification of electronic weighing machines & Solution

Sl No.	Specifications
1	The model of electronic weighing scale machine should be approved by the f Legal Metrology Department
2	IS:9281-3 (1981) part I,II, III & Part IV certified for the said machine
3	Capacity: minimum 50kg
4	Repeatability(+or-) As per seventh schedule heading A of the Legal Metrology (General) Rules 2011 and Meghalaya Legal Metrology (Enforcement) Rules 2011
5	Readability/ Verification Scale Interval of 50g
6	Platform type: Stainless steel
7	Approval: Govt. of Meghalaya Legal Metrology Department Stamping with Certificate
8	The machine should be IP 68 Rated
9	Machine should be able to integrate or communicate with the ePOS device GL-11 of the State through USB cable or wireless connectivity
10	Device should have features to prevent tampering and capability of Tamper Proofing & Alerting.
11	Capacity should be able to take up to 100kg
12	Class Type III
13	Display Type and No.-LED/VFD with Dual (2 Nos) for Customer and Vendor (Front & Back)
14	Minimum backup time of 8 hours
15	Vendor should have experience in Supply to Government firms
16	Warranty & Service Support for 3 years.



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7.2. Annexure II: Technical Proposal Formats

7.2.1. Cover letter (on bidder's letterhead)

To

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

Sub: Submission of Technical Proposal

Ref: RFP for Selection of Supplier for Supply, Installation and Maintenance of electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns in Meghalaya.

(RFP No: ___ Dated: _/_/___)

Dear Sir/Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and maintain the devices, as required and outlined in the RFP

We attach hereto our responses to Technical requirements.

We confirm that the information contained in these responses or any part thereof, including the exhibits and other documents and instruments delivered or to be delivered to the Department is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the due date of submission of proposal.

We hereby declare that in case we are chosen as a Supplier, we shall submit the PBG in the form prescribed in the RFP.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.



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Following are the particulars of our organization:

Sl.	Description	Details (To be filled by the bidder)
1.	Name of the Company	
2.	Official Address	
3.	Phone No. and Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. and Fax No.	
6.	Web Site Address	
7.	Details of Company's Registration (Please enclose copy of the company registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
10.	Quality Certificates (ISO 9001:2008) and its validity	
11.	GST Registration No.	
12.	Permanent Account Number (PAN)	

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
email		

It is hereby confirmed that I/We are entitled to act on behalf of our company and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]



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7.2.2. Checklist for Technical Proposal.

(The technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the technical proposal)

Sl.	Documents to be submitted	Submitted (Yes /No)	Documentary Proof (Page No.)
1.	EMD and Tender Fee. (For start up subject to GoI Notification to that effect.)		
2.	Covering letter for Technical proposal		
3.	Statement of No deviation as per Annexure - IV		
4.	Declaration from bidder for not being blacklisted by any Government Entity as per format given at Section 11.2.3		
5.	Manufacturers Authorization letter as per Annexure - V		
6.	Certificate of Incorporation / Registration Certificate / MOA and AOA.		
7.	Copy of Audited Balance Sheet for last 3 Financial Years with an average annual turnover Rs 20 Crore (FY 19-20, FY 20-21, FY 21-22). (For start up subject to GoI Notification to that effect.)		
8.	Order copy / installation /client certificate highlighting that Bidder is in the business of supplying, installing and maintaining of electronic weighing machine in India for last three years as on date of submission of bid.		
9.	The Bidder / OEM must have supplied a minimum of 1500 electronic weighing machine in Government, public/private sector project in the last 3 financial years (FY 19-20, FY 20-21, FY 21-22). And Submission of experience in format as per _____ (For startup subject to GoI Notification to that effect.)		
10.	Agreement/WO/Completion Certificate from Client (Government/PSU) clearly highlighting that bidder has supplied, installed and maintained electronic weighing in the Government Department/PSU, and Submission of experience in format as per Section 11.2.5.2 (For start up subject to GoI Notification to that effect.)		
11.	Technical Specification Compliance sheet Annexure - I (New Technical Specification as per corrigendum issued.)		
12.	Valid Copy of the ISO 9001:2008 Certificate or better.		
13.	Copy of GST Registration Certificate Certified copy of valid PAN documents		
14.	Power of Attorney/ board resolution for the Authorized personal signing the Bid		



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

7.2.3. Self-declaration for not being blacklisted by any Government Entity

(Letter on the bidder's Letterhead)

To

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

Sub: Declaration for not being blacklisted by any Government Entity

Ref: RFP for Selection of Supplier for Supply, Installation and Maintenance of electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns" in Meghalaya

(RFP No: ___ Dated: ___/___/___)

Dear Sir/Madam,

In response to the above mentioned RFP I/We, the_____, as the <Designation>_____ of M/s. _____, hereby declare that our Company / Firm is having unblemished past record and is not declared blacklisted or ineligible to participate for bidding by any State/Central Govt., Semi-government or PSU for corrupt / fraudulent or any other unethical business practices.

Yours Faithfully,

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]



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

7.2.4. Relevant project experience

7.2.4.1. electronic weighing machines supplied in the last 3 financial years (FY 19-20, FY 20-21, FY 21-22).

<To be provided each project separately, in case of more than one project>

General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Make and Model of electronic weighing machines supplied	
Quantity Supplied	
Value of the Order (in INR)	
Start date	
Completion date	
Duration of the project	
Other Relevant Information	
Supporting Documents enclosed (√):	
Letter from the client to indicate the successful completion of the projects	
Work Order received from Client	
Contract signed between vendor and client	
Other (if any)	



7.2.4.2. Experience of supplying electronic weighing machines for Government/ PSU/ Private Sector projects in India.

<To be provided each project separately, in case of more than one project>

General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Make and Model of electronic weighing machines supplied	
Quantity Supplied	
Value of the Order (in INR)	
Start date	
Completion date	
Duration of the project	
Other Relevant Information	
Supporting Documents enclosed (√):	
Letter from the client to indicate the successful completion of the projects	
Work Order received from Client	
Contract signed between vendor and client	
Other (if any)	



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

7.2.5. Format for Pre-bid Queries

To

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

Sub: Submission of pre-bid queries

Ref: RFP for Selection of Supplier for Supply, Installation and Maintenance of electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns" in Meghalaya

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

Dear Sir/Madam,


We have gone through the bid document and have following queries:-

Sl No.	Clause No. in RFP	Page No.	Content of RFP Clause	Query

Request your kind response of the same.

Yours Faithfully

[Authorized Signatory]
[Designation]
[Place]
[Date and
Time] [Seal]
[Business Address]


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

7.3. Annexure III: Financial Proposal Format

7.3.1. Cover Letter for Financial Proposal

(On bidder's Letterhead)

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

Sub: Submission of Financial Proposal

Ref: RFP for Selection of Supplier for Supply, Installation and Maintenance of electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns in Meghalaya.

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

Dear Sir/Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for supply, install and maintain of **electronic weighing machines**.

We attach hereto our responses to financial proposals as required by the RFP. We have applied for engagement of **electronic weighing machines**.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to the Department is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date fixed for bid opening.



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

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Thanking you,

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]



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

7.3.2. Financial Proposal Format

Ref: RFP for Selection of Supplier for Supply, Installation and Maintenance of electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns" in Meghalaya

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


Particulars	Commercial Bidding Parameter Value (P) In Figures (Exclusive of GST) (In INR)	Commercial Bidding Parameter Value (P) In Figure (Inclusive of GST) (In INR)	Commercial Bidding Parameter Value (P) In Words (Inclusive of GST) (In INR)
(1)	(2)	(3)	(4)
Charges towards capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns (P)			

Instructions to the Bidder

- i. The bidder is required to quote price up to **three decimal places**.
- ii. The price to be quoted by the bidder shall be **inclusive of all taxes, surcharges, expenses and any other financial cost or implication**.
- iii. **No additional payment shall be made to the bidder over and above the quoted price in column 3 & 4.**

Thanking you,
Yours Faithfully

[Authorized Signatory]
[Designation]
[Place]
[Date and Time]
[Seal & Sign]
[Business Address]


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

7.4. Annexure IV: Statement of No Deviation from RFP

(On bidder's Letterhead)

To

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

Sub: Undertaking of No deviation from RFP terms and conditions

Ref: RFP for Selection of Supplier for Supply, Installation and Maintenance of electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns" in Meghalaya

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

Dear Sir/Madam,

I/we, authorised representative(s) of **M/s. <<bidder co./firm name>>** would like to state that in the proposal submitted us, there are no deviations from the RFP Terms & Conditions and Technical Specification of electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns" proposed for this engagement.

Thanking you,

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]



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

7.5. Annexure V: Authorization Letter Format from OEM/Manufacturer

(On the Letterhead of Manufacturer/OEM - to be submitted in original)

To

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

Sub: Authorization of <<company name >> to provide services based on our product(s)

Ref: RFP for Selection of Supplier for Supply, Installation and Maintenance of electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns" in Meghalaya

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

Dear Sir/Madam,

This is to certify that I/We am/are the Original Equipment Manufacturer in respect of the products listed below. I/We confirm that

- <Name of Bidder> have due authorization from us to provide product(s) listed below and related services of warranty, licensing and maintenance on the products, to the Department, as per your RFP for selection of Supplier for Supply, Installation and Maintenance of electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns.
- We endorse the terms and condition specified in the RFP, contracting and licensing terms provided by <Bidder> to the Department.
- We endorse the warranty & service support for the products for a period of 36 months commencing from the date of acceptance sign-off. The warranty & service support shall cover all the components and sub-components of the supplied electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns including screen, patches and upgrades if any (free of cost) of the equipment.
- We also certify that the below mentioned product being supplied by the <Bidder> meets the minimum specifications given in the RFP.

SI No.	Product Name	Remarks
1.	<Fill Model number and Product name>	

Yours Faithfully,

[Authorized Signatory]



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

[Designation]
[Place]
[Date and Time]
[Seal & Sign]
[Business Address]



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

7.6. Annexure VI: Technical Specification Compliance Sheet

Compliance Sheet: Technical Specification

7.6.1. Electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) Technical Specifications

Sl No.	Specifications	Compliance
1	The model of electronic weighing scale machine should be approved by the f Legal Metrology Department	
2	IS:9281-3 (1981) part I,II, III & Part IV certified for the said machine	
3	Capacity: Minimum 50kg	
4	Repeatability(+or-) As per seventh schedule heading A of the Legal Metrology (General) Rules 2011 and Meghalaya Legal Metrology (Enforcement) Rules 2011	
5	Readability/ Verification Scale Interval of 50g	
6	Platform type: Stainless steel	
7	Approval: Govt. of Meghalaya Legal Metrology Stamping with Certificate	
8	The machine should be IP 68 Rated	
9	Machine should be able to integrate or communicate with the ePOS device GL-11 of the State through USB cable or wireless connectivity	
10	Device should have features to prevent tampering and capability to tamper proof & alert.	
11	Capacity should be able to take up to 100kg	
12	Class Type III	
13	Display Type and No.-LED/VFD, Dual (2 Nos) for Customer and Vendor (Front & Back)	
14	Minimum backup time of 8 hours	
15	Vendor should have experience in Supply to Government firms	
16	Warranty & Service Support for 3 years.	

7.7. Annexure IX: 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 Supplier for Supply, Installation and Maintenance of electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns" in Meghalaya.

Ref: RFP for Selection of Supplier for Supply, Installation and Maintenance of electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices) installed at FPS Godowns" in Meghalaya.

(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 Supplier for Supply, Installation and Maintenance of electronic weighing machines capacity of at least 50 Kgs (compatible with e-POS devices).

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:



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

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.

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 be remain valid for a period of 4 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.



Page 40 of 42

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

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 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 4 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. 3 Years from start of contract period for the engagement of Agencies for Supply, Installation and Maintenance of e-weighing machines.

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.



7.8. Annexure X: Format for Bid Security Form

(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 Tender Fee/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 5 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/Supply 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.

Authorised Signatory of the Company

Office Seal

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

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