

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

# NOTICE INVITING TENDER

Dated: 13th December 2021

NO DSCA. 03/TMD/AMC/2021/41 : The Director, Food & Civil Supplies & Consumer Affairs, Government of Meghalaya, invites for Quotation from Government Registered firms for Supply of IT Hardware/Computer table & chair. Interested firms may submit their quotation to the office of the undersigned on all working days from 13-12-2021 to 14-01-2022. The Quotation can be downloaded from the website http://megfcsca.gov.in

# 1. PARTICULARS OF TENDER:

Designation and address of the     Authority Inviting the tender		The Director, Food & Civil Supplies & Consumer Affairs Meghalaya, Shillong		
b. Total No. of pages in this Tender Document.		42 pages		
c. Last date & time of receiving the Tender.		14th-Jan-2022 3:00 PM		
d. Date and time of opening of TECHNICAL BID	<b>%</b>	17th-Jan-2022 12:00 PM		
e. Date and time of Opening of FINANACIAL BID	Ü.	24th-Jan-2022 2:00 PM		
f. Earnest Money Deposit (EMD)	1	Rs.45,000/- (Rupees forty-five thousand)		
g. Tender Fee/Document		Rs.10000/- (Rupees Ten thousand) only (Non-refundable)		

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

NO DSCA. 03/TMD/AMC/2021/41 - A -

Dated Shillong, the 13th December, 2021

- The Director of Information & Public, Relation, Meghalaya, Shillong for causing wide publicity through local newspaper (one in English and one in Khasi) and. The Bills in triplicate may be sent to the undersigned for necessary payment.
- The Deputy Secretary, Food Civil Supplies & Consumer Affairs, Meghalaya, Shillong with reference to Letter NO.SUP.37/2020/Pt/152 Dated 16th Sept 2021.
- 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

Director Food Civil Supplies and Consumer Affairs Meghalaya, Shillong

# NOTICE INVITING TENDER FOR SUPPLY OF IT EQUIPMENTS AND COMPUTER TABLE & CHAIR

# PART A IT EQUIPMENTS

# 2.) DETAILED SPECIFICATION OF IT Hardwares:

SL NO.	DESCRIPTION	QUANTITY (APPROX.)	REMARKS
	Desktop Computers:	71 No's	
	PROCESSOR:		
	Make: Intel Core - i3 Processor Generation: 10th Generation Speed: 2.9		
	GHz or above Cache: 6MB		
	Cores: 4		
	OPERATING SYSTEM:		
	Genuine Windows 10 Professional		
	Genuine Microsoft office Professional Latest version (5 years validity)		
	MONITOR:		
	Size: 21.5 inches		
	Resolution: 1920*1080 or above		
	RAM:		
	Type: DDR4		
	Speed: 2133 MHz or above Size: 8GB		
	Expandability of RAM: up to 32 GB		
	HARD DISK:		
	Size: 1 TB HDD		
	SSD- 240 GB		
	NETWORK CONNECTIVITY:		
	10/100/1000Mbps on board Integrated Gigabit port with Wireless		
	connectivity		
	KEYBOARD & MOUSE:		
	Standard USB Keyboard and Optical Mouse		
	Antivirus: 3 years		
	ENERGY EFFICIENCY COMPLIANCE:		
	Energy star certified and EPEAT Gold Certified		
	WARRANTY: Comprehensive 3 years warranty		

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Director,
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Meghalaya, Shillong

2. I. Mul	Itifunction Printer	41 No's
Max. Max. Max. Scan Max.	Speed: Up to 8.8 PPM (Black) Up to 5 Paper Size: A4; B5; A6; DL envelope, legal Print Resolution: 4800 x 1200 dpi Number of Copies: Up to 20 Copies Speed: Up to 600 x 1200 dpi Scan Size: 216 x 297 mm	PPM (Color)
3. I. Copi Printi Shee Printi Reso	530	23 No's

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

- g. The tender (in English language only) for the above item is to be submitted along with detailed specifications and operational conditions and limits.
- h. Tender documents may be downloaded from FCS&CA website: http://megfcsca.gov.in/
- 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 supplying IT Hardware.
  - b. Should have sold similar products to any Government Organization/PSU. Evidence for having supplied IT Hardware to State/Central Government departments/Public Sectors undertaken in the last 3 years.
  - c. Should have facility to organize/provide after sales service support in all the districts and subdivisions of Meghalaya.
  - d. The bidder must have GST Registration, Service Tax Registration, PAN/TAN number, VAT clearance certificate, etc.
  - e. For Non-Tribal, valid Trading License from KHADC is mandatory.
- 4) The bidder may please note that the tender once submitted will not be altered after expiry of the

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

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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 of 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. Tender for items of lower configuration than specified above will summarily be rejected.

- 5) No consortium or joint venture is allowed.
- 6) TENDERING SYSTEM: -The tenders / bids are to be submitted in two Parts, i.e.

Part – I titled as TECHNICAL BID shall contain the complete technical qualifications and Commercial package with terms and conditions of supply etc. (except Price Schedule).

- 1) Annexure-I duly filled in.
- 2) Demand Draft for Earnest Money Deposit (EMD).
- 3) Tender Fee as Demand Draft.
- 4) All other required documents.

Part – II titled as FINANCIAL BID shall contain the Price Schedule. Any deviations will render the financial bid as UNRESPONSIVE.

The TECHNICAL BID AND FINANCIAL BID shall be placed in separate sealed envelopes. Each of these two sealed Envelopes containing the respective Bids shall indicate on the face of it, the Tender No. and the Type of bid i.e., Technical or Financial Bid as the case may be along with the Name and Address of the Bidder/Bidder. These two sealed envelopes/covers shall be put into outer cover and sealed. The Outer Cover shall only indicate the Tender No. and the last date and time of receiving the tenders prominently along with the Address of Purchaser i.e. The Director, Food Civil Supplies and Consumer Affairs Govt. of Meghalaya Shillong-793001. Submission of Bids by itself does not confer any right or entitlements to the bidder to supply the items. Unsealed bids will be rejected out rightly.

VALIDITY OF RATES: - The rates quoted in the tender must remain valid for 180 days (6 months)
from the date of opening of Technical Bid. Rates will not be changed under any circumstances.

The rate should be quoted in Indian rupees 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 Govt. at respective Districts and

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inclusive of Tax.

# 8. OPENING OF TENDERS: -

- (i) The Technical Bid will be opened on the 17th-Jan-2022 at 12:00 PM in the office chamber of the Director, Food Civil Supplies and Consumer Affairs Govt. of Meghalaya Shillong-793001
- (ii) The Financial Bid will be opened on 24th-Jan-2022 at 2:00 PM in the office chamber of the Director, Food Civil Supplies and Consumer Affairs Govt. of Meghalaya Shillong-793001. Financial bid of only those bidders who qualify technically would be opened.
- (iii) The representative of the Bidders / bidders may attend the opening of tenders (Technical Bid & Financial Bid) along with letter of authority from the respective Bidder/bidder. Only one authorized representative from each participating vendor will be allowed to attend.
- 9. INSPECTION: Inspection of the items will be carried out by the supplier at the factory before dispatch. The final inspection will be carried out at the consignee's site after receipt of the consignment. In case of defective supply due to latent manufacturing defects/transit damage, the same has to be removed and replaced at the supplier's cost. Payment against Bills/Invoice shall be released only after receipt of supplies and verification of material by this office.
- 10. DELIVERY PERIOD: Bidders must be able to supply the entire material with installation within 20 days from of the date of receipt of supply order.

# 11. COMPREHENSIVE WARRANTY/ GUARANTEE: -

- a. The items supplied should have Functional Guarantee for three years from the date of final acceptance.
- b. The supplier will replace the defective material, free of cost, if noticed within the Guarantee/ Warranty period. The Warranty Certificate, as per specimen enclosed as ANNEXURE-III, is also to be submitted duly signed along with the tender. The warranty will be valid for a period of 3 years (for computer items)/1 year (for Chair and table) after the date of final acceptance. In case of any break down during the warranty, the period of warranty shall get extended for the period for which the machine remained out of service. The successful bidder has to submit the OEM warranty card with the items at the time of supply.
- 12. The tender document can be downloaded from our website: : http://megfcsca.gov.in/ bidders shall attach a separate Demand Draft of Rs.10000/- (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 Technical Bid towards the cost of tender document, failing which the offer will be rejected.

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on of any National/Commercial Bank in favour of the "Director, Food Civil Supplies and Consumer Affairs" payable at Shillong along with the Technical Bid towards the cost of tender document, failing which the offer will be rejected.

- 13. Brand names, Models, Manufacturers names list of the items should be furnished clearly.
- 14. The operating system and Microsoft office Professional (Latest version) Genuine so stated in the specifications must be installed before the personal computers are handed over and the CD of the Operating System and Microsoft office Professional and the supporting drivers be provided along with each computer.
- 15. Installation and working demonstration of all the material supplied shall be the responsibility of the bidder.
- 16. a) Bids must be accompanied with a self-certified photocopy of PAN of Income tax, GST Registration, Service tax Registration Certificate and Authorization Certificate towards supply of new IT Hardware/ miscellaneous items.
  - b) Bids must be accompanied with supporting documents related to eligibility criterion of the bidders.
- 17. EARNEST MONEY DEPOSIT (BID SECURITY): Earnest money deposit of fixed amount of Rs.45,000/- (Rupees forty-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 TECHNICAL 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

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 the submission of performance security.

18. PERFORMANCE SECURITY:- Successful Bidder will have to furnish Security Deposit @ 2% value of the order/contract in the form of Bank Guarantee/FDR as per ANNEXURE-V of any National/Commercial Bank valid for 3 years and 2 months from the date of final acceptance of the consignment, with a provision of further extension in favour of the "Director, Food Civil Supplies and Consumer Affairs" payable at Shillong, In case of Bank Guarantee/FDR submitted by the Bidder it should be unconditional in all cases. Bank Guarantee/FDR should be submitted along with the bill for release of payment towards delivery of goods.

The successful Bidders/Suppliers will be required to sign an agreement on non-judicial stamp paper of appropriate value as per specimen as ANNEXURE-IV at their own cost.

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- 19. Please note that Incomplete Tenders/Late Tenders/ Delayed Tenders or Postal Delayed Tenders will not be considered at all. Any bid received by the Addressee after the dead line for submission of tender will be returned to the bidder un-opened.
- 20. CORRUPT OR FRAUDLENT 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.
- 21. 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.
- 22. 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.
- 23. The breakup details of the cost must be given in the specified proforma as per VI. The lowest bidder will be decided based on total cost inclusive of all.
- 24. The Director, Food Civil Supplies and Consumer Affairs, reserves the right to reject any bid which does not fulfill the conditions stipulated in the tender i.e., the bids not qualifying the specifications specified in the tender and other conditions stipulated in the tender will be rejected.
- 25. The competent authority reserves the right to cancel the tender without assigning any reason thereof.
- 26. The inner envelopes should be technical Bid (along with tender fee & EMD) and financial bid separately sealed and properly super scribed (Technical Bid/Financial Bid). Outer envelope containing inner envelopes should be addressed as below and NOT to any individual by name.

TENDER FOR DI	ESKTOP COMPUTERS	
(Last Date and Tir	me of Receiving of Tender:	
Addressed to: 1)	The Director, Food Civil Supplies and Consumer Affairs	
	Horse Shoe Building, Ground Floor Lachumiere Shillong 793001.	

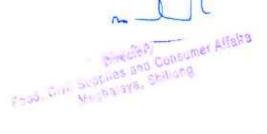
Food, Civil Supplies and Consumer Attairs
Meghalaya, Shillong

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27. 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.

28. All Bidders of Vendors must quote the price for delivery at FCS&CA Office locations as mentioned below. The applicable taxes/duties shall be quoted extra in the financial bid. However, the L1 bidder will be decided on the item wise cost up to destination.

Sr. No	Delivery Address	Item	Quantity
		Desktop Computer	20
1	Directorate, Shillong	Copier	3
		Multifunction Printer	10
		Desktop Computer	3
2	DC(Supply), EKH, Shillong	Copier	1
	5	Multifunction Printer	2
		Desktop Computer	3
3	DC(Supply), EJH, Khliehriat	Copier	1
		Multifunction Printer	2
		Desktop Computer	3
4	DC(Supply), EJH, Jowai	Copier	1
		Multifunction Printer	2
5	DC(Supply), WKH, Nongstoin	Desktop Computer	3
		Copier	1
		Multifunction Printer	2
	DC(Supply), SWKH, Mawkyrwat	Desktop Computer	3
6		Copier	1
		Multifunction Printer	2
		Desktop Computer	3
7	DC(Supply), Ri Bhoi, Nongpoh	Copier	1
		Multifunction Printer	2
		Desktop Computer	3
8	DC(Supply), EGH, Williamnagar	Copier	1
		Multifunction Printer	2
		Desktop Computer	3
9	DC(Supply), NGH, Resubelpara	Copier	1
	8 6 86	Multifunction Printer	2
		Desktop Computer	3
10	DC(Supply), SGH, Bagmara	Copier	1
		Multifunction Printer	2
		Desktop Computer	3
11	DC(Supply), SWGH, Ampati	Copier	1
		Multifunction Printer	2



		Desktop Computer	3
12	DC(Supply), WGH, Tura	Copier	1
		Multifunction Printer	2
		Desktop Computer	2
13	SDO(Supply), WJH, Amlarem	Copier	1
	77 3WAY 933WS7 CA	Multifunction Printer	1
		Desktop Computer	2
14	SDO(Supply), EKH, Sohra	Copier	1
		Multifunction Printer	1
		Desktop Computer	2
15	SDO(Supply), EKH, Pynursla	Copier	1
		Multifunction Printer	1
	SDO(Supply), WKH, Mairang	Desktop Computer	2
16		Copier	1
		Multifunction Printer	1
	SDO(Supply), WGH, Dadenggiri	Desktop Computer	2
17		Copier	1
		Multifunction Printer	1
		Desktop Computer	2
18	SDO(Supply), SWKH, Ranikor	Copier	1
		Multifunction Printer	1
		Desktop Computer	2
19	SDO(Supply), WGH, Raksamgre	Copier	1
	Property of the state of the st	Multifunction Printer	1
		Desktop Computer	2
20	SDO(Supply), WKH,	Copier	1
	Mawshynrut	Multifunction Printer	1
		Desktop Computer	2
21	SDO(Supply), SGH, Chokpot	Copier	1
27.74	223/346-1/1/301/	Multifunction Printer	1

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- 29. The office will not provide any road permit to the successful bidder for the supply of the material at FOR destination.
- 30. 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.
- 31. 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.

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

DIRECTOR,

Food Civil Supplies and Consumer Affairs Meghalaya, Shillong

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



# ANNEXURE - I

# 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	
(a)	Name and address of organization Registered with	
(b)	Registration No.	
(c)	Date of Registration	
(d)	Date till which Registration is valid	
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.	

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14	GST/PAN/TAN No. (copy to be enclosed)	
15	TDS Accounts if any (copy to be enclosed)	
16	Copy of Income Tax Return for last 2 Years.	
17	Last 2 years Audited statement from Chartered Accountant.	

#### 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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# FINANCIAL BID DOCUMENT

<ol> <li>Name of the Supplier</li> </ol>	1.	Name	of	the	Supp	olier
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- 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 bidders 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).

Sr. No.	Description	Specification	Unit Price	No. of Units	Total Price	Remarks
1						

# 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 Govt. of India in future.

Signature of Authorized Signatory with date.

Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong

# WARRANTY CERTIFICATE

We warrant that everything to be supplied by us hereunder 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 3 years (for computer items) 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) 36 months after their successful acceptance by the purchaser.

SEAL of manufacturer/supplier Enterprises.

	Signature
	Name & Address of Manufacturer/Supplier
Dated	

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

## AGREEMENT

Name of Items	Qty.	Rate (Rs.)	Taxes (Rs.)	Total Cost (Rs.)

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 and of good quality and in exact accordance with the sample submitted/equipment quoted and demo given. 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 (17) 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 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.45,000/- only as EMD and L1 bidders will deposit 2% value of order as security for compliance with the terms and conditions of this contract in the form of Bank Guarantee/Fixed Deposit Receipt etc.
- (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 not withstanding 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.

Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong

- (g) The rates approved by the purchaser are final and no further payment will be done. The supplier will 52 56 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.
- The goods received will be accepted only after receiving the satisfactory performance Certificate from the Tender committee.
- (j) The supplier will be fully responsible for efficient operation of equipment for a period of 36 months of warranty from the date of acceptance. However, in case of equipment not working for maximum of 2 weeks from the time of reporting to the supplier by The Director, Food Civil Supplies and Consumer Affairs, Shillong 793001, 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 a period of 36 months 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.
- (1) 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

1 <sup>st</sup> witness	2 <sup>nd</sup> Witness
Address	Address

Signed by the said for and on behalf of the

Government of Meghalaya in the presence of

1 <sup>st</sup> witness	2 <sup>nd</sup> Witness	
Address	Address	

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Pood, Civil Supplies and Consumer Affairs Meghalaya, Shillong



# BANK GUARANTEE FOR PERFORMANCE SECURITY

1.	exempt (hereinafter called "the said Supplier(s)" from made between
	andfor supply of IT Hardware (hereinafter called "the said Agreement)" of security deposit for the due fulfillment by the said suppliers of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs(Rs
	exceeding Rs against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said suppliers of any of the terms or conditions contained in the said agreement.
2.	We (indicate the name of the bank)————————————————————————————————————
3.	We undertake to pay to the government any money so demanded notwithstanding any dispute or disputes raised by the supplier(s) supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto: our liability under this Guarantee being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the suppliers) shall have no claim against us for making such payment.
4.	We, (indicate the name of the Bank)————————————————————————————————————

Director, Consumer Affairs

Food, Civil Supplies and Shillong

Meghalaya, Shillong



- 5. We, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said supplier(s) from time to time or to postpone for anytime or form time to time any of the powers exercisable by the Government against the said supplier(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said supplier or for any forbearance, act or commission on the part of the Government or any indulgency by the government to the said supplier(s) or by such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- This Guarantee will not be discharge due to the change in the constitution of the Bank or the Supplier(s).
- 7. This Bank Guarantee submitted by the Bidder is unconditional in all cases. The Bank Guarantee/security Deposit is valid for a period of 3 years and 2 months from the date of acceptance of the equipment's/after training/signing the contract.
- We, (indicate the name of the Bank) ------ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the

day of

for (indicate the name of the Bank)

~ el

Director, Consumer Alfairs and Consumer Maghalaya, Shillong

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In case of the offer from the Indian Manufacturer/ or through their authorized dealers/ distributors, Break - up details of cost:

SL.No.	DESCRIPTION OF ITEM	QUANTITY	RATE IN RUPEES	COST IN RUPEES
1	(Item as per the specification mentioned at clause 2.)			
2	GST (with percentage on total (1))			
4	Octroi			
5	Total (1) and (4)			
6	Packing & Forwarding charges			
7	Transit Insurance charges (upto the Consignee's site till the date of installation/commissioning of Instrument/ Equipment).			
8	Inland Transportation charges (ON DOOR DELIVERY BASIS)			
9	Service/ Handling charges, if any (in case of Authorized Dealers/ Distributors only)			
10	Total Cost (on F.O.R) Destination basis			

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Pood, Civil Supplies and Shillong

Director, Consumer Alfairs

# PART B COMPUTER TABLES & CHAIRS

# 3.) DETAILED SPECIFICATION OF COMPUTERS FURNITURES:



DESCRIPTION		QUANTITY (APPROX.)	REMARKS
Type of Computer Table	Computer table with key board drawer and table top	71 No's	
MATERIAL			
Thickness of Table Top etc	18 millimeters		
Lock of Drawer	Yes		
Type of lock	6-lever lock with a set of 2 keys of non- corrosive material		
Sliding of Key board	provided with two telescopic channels with balls		
DIMENSION			
Size of Computer Cum Printer Table ± 2 Inches (LXBXH)	24 X 18 X 30 Inches		
Outside Drawer Size	No		
Size of key board tray	Yes		
WARRANTY			
Warranty period in number of years	1		



I. Office Chair / Mult	ipurpose Chair	71 No's	
MATERIAL			
Material of Fabric Back Cover	polyester		1
Thickness of Plywood used in Backrest IN MM (±1 mm)	12 mm		
Frame Material	ERW pipe		
Density of Polyurethane Foam Used in Seat ±2 (Kg/Cub M)	45 Kg/Cub.M		
Material of Fabric of Seat Cover	fabric		
Density of Polyurethane Foam Used in Backrest ±2(Kg/Cub M)	45 Kg/Cub.M		
Thickness of Plywood used in Seat ±1(mm)	12 mm		
GSM/Thickness of Fabric ±5 (Gram per Sq Meter)	250 Gram per Sq Meter		
Arm Material	Polyurethane on metal		
Thickness of Polyurethane Foam Used in Backrest IN MM (+/- 3 mm)	50 mm		
Thickness of Polyurethane Foam Used in Seat IN MM (+/- 3 mm)	50 mm		

Shoe Type nylon rubber

GENERIC

Conformity to Indian Standard IS 3499 (Part-

1) Latest

No

Chair Type

Type of Seat and

Backrest

With Arms

Padded with Polyurethane Foam

Cantilever Frame Type

Castors Without

DIMENSION

Size of Material (mm) 16-gauge tubular

pipe

Chair Height ±15(mm) 830 mm

Seat Depth ±10(mm) 450 mm

Seat Width ±10 (mm) 500 mm

Seat Height IN MM

±5(mm)

460

Backrest Width

±10(mm)

500 mm

**Backrest Height** 

±10(mm)

500 mm

Arm Length ±5(mm)

300 mm

Arm Width ±2(mm)

30 mm

WARRANTY

			121	160
Warranty period in number of years	1			

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

- The tender (in English language only) for the above item is to be submitted along with detailed specifications and operational conditions and limits.
- j. Tender documents may be downloaded from FCS&CA website: http://megfcsca.gov.in/
- 7) ELIGIBILITY CRITERIA: The bidder must possess minimum eligibility criteria mentioned here under to participate in the tender
  - Should possess minimum 3 years' experience in the relevant field of supplying Computer Furnitures.
  - b. Should have sold similar products to any Government Organization/PSU. Evidence for having supplied Computer Furnitures to State/Central Government departments/Public Sectors undertaken in the last 3 years.
  - c. Should have facility to organize/provide after sales service support in all the Districts and Sub-Divisions of Meghalaya.
  - d. The bidder must have GST Registration, Service Tax Registration, PAN/TAN number, VAT clearance certificate, etc.
  - e. For Non-Tribal, valid Trading License from KHADC is mandatory.
- 8) The bidder may please 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 of 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. Tender for items of lower configuration than specified above will summarily be rejected.
- 9) No consortium or joint venture is allowed.

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Meghalaya, Shillong

# 10) TENDERING SYSTEM: -It a single stage bidding system.

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Bidder shall include the below mentioned documents along with the FINANCIAL BID in a single envelope.

- 5) Annexure-I duly filled in.
- 6) Demand Draft for Earnest Money Deposit (EMD).
- 7) Tender Fee as Demand Draft.
- 8) All other required documents.

All the required document along with the Name and Address of the Bidder/Bidder. The Outer Cover shall only indicate the Tender No. and the last date and time of receiving the tenders prominently along with the Address of Purchaser i.e. The Director, Food Civil Supplies and Consumer Affairs Govt. of Meghalaya Shillong-793001. Submission of Bids by itself does not confer any right or entitlements to the bidder to supply the items. Unsealed bids will be rejected out rightly.

33. VALIDITY OF RATES: - The rates quoted in the tender must remain valid for 180 days (6 months) from the date of opening of tender. Rates will not be changed under any circumstances.

The rate should be quoted in Indian rupees 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 Govt. at respective Districts and Sub-Division (details listed in clause no. 27).

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.

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## 34. OPENING OF TENDERS: -

- (iv) The tender will be opened on the 24th-Jan-2022 at 2 PM in the office chamber of the Director, Food Civil Supplies and Consumer Affairs Govt. of Meghalaya Shillong-793001
- (v)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.
- 35. INSPECTION: Inspection of the items will be carried out by the supplier at the factory before dispatch. The final inspection will be carried out at the consignee's site after receipt of the consignment. In case of defective supply due to latent manufacturing defects/transit damage, the same has to be removed and replaced at the supplier's cost. Payment against Bills/Invoice shall be released only after receipt of supplies and verification of material by this office.
- 36. DELIVERY PERIOD: Bidders must be able to supply the entire material with installation within 20 days from of the date of receipt of supply order.

# 37. COMPREHENSIVE WARRANTY/ GUARANTEE: -

- The items supplied should have Functional Guarantee for one years from the date of final acceptance.
- b. The supplier will replace the defective material, free of cost, if noticed within the Guarantee/ Warranty period. The Warranty Certificate, as per specimen enclosed as ANNEXURE-III, is also to be submitted duly signed along with the tender. The warranty will be valid for a period of 1 year after the date of final acceptance. In case of any break down during the warranty, the period of warranty shall get extended for the period for which the furniture remained out of service. The successful bidder has to submit the OEM warranty card with the items at the time of supply.
- 38. The tender document can be downloaded from our website: : http://megfcsca.gov.in/ bidders shall attach a separate Demand Draft of Rs.10000/- (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 Tender documents towards the cost of tender document, failing which the offer will be rejected.
- 39. Brand names, Models, Manufacturers names list of the items should be furnished clearly.
- 40. Installation and working demonstration of all the material supplied shall be the responsibility of the bidder.

Food, Civil Supplies and Consumer Affalis Maghalaya, Shillong

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- 41. a) Bids must be accompanied with a self-certified photocopy of PAN of Income tax, GST Registration, Service tax Registration Certificate and Authorization Certificate towards supply of new Computer Furnitures.
  - b) Bids must be accompanied with supporting documents related to eligibility criterion of the bidders.
- 42. EARNEST MONEY DEPOSIT (BID SECURITY): Earnest money deposit of fixed amount of Rs.45,000/- (Rupees forty-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 documents. 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

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 the submission of performance security.

43. PERFORMANCE SECURITY:- Successful Bidder will have to furnish Security Deposit @ 2% value of the order/contract in the form of Bank Guarantee/FDR as per ANNEXURE-V of any National/Commercial Bank valid for 3 years and 2 months from the date of final acceptance of the consignment, with a provision of further extension in favour of the "Director, Food Civil Supplies and Consumer Affairs" payable at Shillong, In case of Bank Guarantee/FDR submitted by the Bidder it should be unconditional in all cases. Bank Guarantee/FDR should be submitted along with the bill for release of payment towards delivery of goods.

The successful Bidders/Suppliers will be required to sign an agreement on non-judicial stamp paper of appropriate value as per specimen as ANNEXURE-IV at their own cost.

44. Please note that Incomplete Tenders/Late Tenders/ Delayed Tenders or Postal Delayed Tenders will not be considered at all. Any bid received by the Addressee after the dead line for submission of tender will be returned to the bidder un-opened.

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

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- 45. CORRUPT OR FRAUDLENT 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.
- 46. 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.
- 47. 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.
- 48. The breakup details of the cost must be given in the specified proforma as per ANNEXUREVI. The lowest bidder will be decided based on total cost inclusive of all.
- 49. The Director, Food Civil Supplies and Consumer Affairs, reserves the right to reject any bid which does not fulfill the conditions stipulated in the tender i.e., the bids not qualifying the specifications specified in the tender and other conditions stipulated in the tender will be rejected.
- 50. The competent authority reserves the right to cancel the tender without assigning any reason thereof.
- 51. The bidder must submit Bid documents (along with tender fee & EMD) and financial bid sealed and properly super scribed. Bid documents should be addressed as below and NOT to any individual by name.

TENDER FOR D	ESKTOP FURNITURES	
(Last Date and Ti	me of Receiving of Tender:	
Addressed to: 1)	The Director, Food Civil Supplies and Consumer Affairs Horse Shoe Building, Ground Floor Lachumiere Shillong 793001.	
	Lachumiere Shillong 793001.	

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

- 52. 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.
- 53. All Bidders of Vendors must quote the price for delivery at FCS&CA Office locations as mentioned below. The applicable taxes/duties shall be quoted extra in the financial bid. However, the L1 bidder will be decided on the total cost up to destination.

Sr. No	Delivery Address	Item	Quantity
		Desktop Table	20
1	Directorate, Shillong	Chair	20
_	Bear Liverin	Desktop Table	3
2	DC(Supply), EKH, Shillong	Chair	3
-	DOZE A SILI YUKA I	Desktop Table	3
3	DC(Supply), EJH, Khliehriat	Chair	3
*2340.0		Desktop Table	3
4	DC(Supply), EJH, Jowai	Chair	3
-	DOG IN WILL N	Desktop Table	3
5 DC(Supply), W	DC(Supply), WKH, Nongstoin	Chair	3
	DC(Supply), SWKH,	Desktop Table	3
6	Mawkyrwat	Chair	3
7		Desktop Table	3
7	DC(Supply), Ri Bhoi, Nongpoh	Chair	3
8	DC(Supply), EGH,	Desktop Table	3
8	Williamnagar	Chair	3
9	DC/SI\ N/CH PII	Desktop Table	3
Ä	DC(Supply), NGH, Resubelpara	Chair	3



10	DC(Supply), SGH, Bagmara	Desktop Table	3
Dogosphiji, oori, baginata	Chair	3	
11	<b>.</b>	Desktop Table	3
11	DC(Supply), SWGH, Ampati	Chair	3
12	DC(Supply), WGH, Tura	Desktop Table	3
12	DC(Supply), WOH, Tura	Chair	3
13	SDO(Supply), WJH, Amlarem	Desktop Table	2
13	3DO(Supply), WJH, Almarem	Chair	2
14	SDO(Sumply) EVII Solves	Desktop Table	2
1.44	SDO(Supply), EKH, Sohra	Chair	2
15	SDO(Supply), EKH, Pynursla	Desktop Table	2
13		Chair	2
16	enove 1 community	Desktop Table	2
10	SDO(Supply), WKH, Mairang	Chair	2
17	SDO(Supply), WGH,	Desktop Table	2
E.E.	Dadenggiri	Chair	2
8	SDO(Supply), SWKH, Ranikor	Desktop Table	2
0		Chair	2
9	SDO(Supply), WGH, Raksamgre	Desktop Table	2
. <del></del>		Chair	2
0	SDO(Supply), WKH,	Desktop Table	2
0.	Mawshynrut	Chair	2
	epore - Ly cour at	Desktop Table	2
1	SDO(Supply), SGH, Chokpot	Chair	2



- 54. The office will not provide any road permit to the successful bidder for the supply of the material at FOR destination.
- 55. 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.
- 56. 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.

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

DIRECTOR,

Food Civil Supplies and Consumer Affairs

Meghalayan Shitteng Affairs
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shittong

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# ANNEXURE - I

# INFORMATION ABOUT THE BIDDER

# (TO BE SUBMITTED ALONG WITH THE TENDER)

SI NO.	PARTICULARS	TO BE FILLED BY BIDDER
I.	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	
(a)	Name and address of organization Registered with	
b)	Registration No.	
c)	Date of Registration	
d)	Date till which Registration is valid	
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.	

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14	GST/PAN/TAN No. (copy to be enclosed)	
15	TDS Accounts if any (copy to be enclosed)	
16	Copy of Income Tax Return for last 2. Years.	
17	Last 2 years Audited statement from Chartered Accountant.	

#### 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:

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

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# ANNEXURE- II

# FINANCIAL BID DOCUMENT

VIII. Name of the Supplier

- IX. Address with contact No
- X. Authorized Person with Designation (Contact No.)
- XI. Rates quoted are all inclusive and no separate claims will be made towards any cess, GST, tax, delivery charges, testing charges etc.
- XII. 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.
- XIII. The applicant should submit their bids in sealed envelopes to, Director, Food Civil Supplies and Consumer Affairs Govt. of Meghalaya, Shillong 793001.

XIV. Total Quoted Price for all Items. (Both in words and figures) (All inclusive).

Sr. No.	Description	Specification	Unit Price	No. of Units	Total Price	Remarks
	1					

# 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 Govt. of India in future.

Signature of Authorized Signatory with date.

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

# ANNEXURE - III

# WARRANTY CERTIFICATE

We warrant that everything to be supplied by us hereunder 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	

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# ANNEXURE - IV

### AGREEMENT

Name of Items	Qty.	Rate (Rs.)	Taxes (Rs.)	Total Cost (Rs.)	

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 and of good quality and in exact accordance with the sample submitted/equipment quoted and demo given. 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 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.45,000/- only as EMD and L1 bidders will deposit 2% value of order as security for compliance with the terms and conditions of this contract in the form of Bank Guarantee/Fixed Deposit Receipt etc.
- (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 not withstanding 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.

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- (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.
- The goods received will be accepted only after receiving the satisfactory performance Certificate from the Tender committee.
- (j) The supplier will be fully responsible for efficient operation of equipment for a period of 36 months of warranty from the date of acceptance. However, in case of equipment not working for maximum of 2 weeks from the time of reporting to the supplier by The Director, , Food Civil Supplies and Consumer Affairs, Shillong 793001, 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 a period of 36 months 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

1 <sup>st</sup> witness	2 <sup>nd</sup> Witness
Address	Address

Signed by the said for and on behalf of the

Government of Meghalaya in the presence of

2 <sup>nd</sup> Witness	
Address	

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ANNEXURE - V

# BANK GUARANTEE FOR PERFORMANCE SECURITY

9. In consideration of the President of India (hereinafter called "the Government") having agreed to	
exempt(hereinafter called "the said Supplier(s)" from made between	
andfor supply of Computer Furnitures (hereinafter called "the said Agreement)" of security	
deposit for the due fulfillment by the said suppliers of the terms and conditions contained in the said	
Agreement, on production of a Bank Guarantee for Rs(Rsonly). We, (indicate	
the name of the bank) (hereinafter referred to as "the Bank") at the	
request of Supplier(s) do hereby undertake to pay to the Government an amount not	
exceeding Rs against any loss or damage caused to or suffered or would be caused to	
or suffered by the Government by reason of any breach by the said suppliers of any of the terms or	
conditions contained in the said agreement.	
10. ————————————————————————————————————	E
undertake to pay the amount due we (indicate the name of the bank) do	hereby
and payable under this Guarantee without any demur, merely on a demand from the Government	
stating that the amount claimed is due by way of loss or damage caused to or would be caused to or	
suffered by the Government by reason of breach by the said Supplier's failure to perform the said	
Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and	
payable by the Bank under this Guarantee. However, our ability, under this guarantee shall be	
restricted to an amount not exceeding Rs	
11. We undertake to pay to the government any money so demanded notwithstanding any dispute or	
disputes raised by the supplier(s) supplier(s) in any suit or proceeding pending before any court or	
Tribunal relating thereto: our liability under this Guarantee being absolute and unequivocal. The	
payment so made by us under this Guarantee shall be a valid discharge of our liability for payment	
there under and the suppliers) shall have no claim against us for making such payment.	
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Surhar ages that the Comment of the Bank)	
during the period that would be taken front by	
during the period that would be taken for the performance of the said Agreement and that it shall	
continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement	
have been fully paid and its claims satisfied or discharged or till	
office/Department/ministry of certifies that the terms and conditions of the said	
Agreement have been fully and properly carried out by the said suppliers(s) and accordingly discharge	
this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before	
the	
13. We, (indicate the name of the Bank) further agree with the Government that the Government	
shall have the fullest liberty without our consent and without affecting in any manner our obligations	
hereunder to vary any of the terms and conditions of the said agreement or to extend time of	
performance by the said supplier(s) from time to time or to postpone for anytime or form time to time	
any of the powers exercisable by the Government against the said supplier(s) and to forbear or enforce	
any of the terms and conditions relating to the said agreement and we shall not be relived from our	
liability by reason of any such variation, or extension being granted to the said supplier or for any	
torbearance, act or commission on the part of the Government or any indulgency by the government	
to the said supplier(s) or by such matter or thing whatsoever which under the law relating to sureties	
would, but for this provision, have effect of so relieving us.	
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Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong

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# ANNEXURE - VI

In case of the offer from the Indian Manufacturer/ or through their authorized dealers/ distributors, Break – up details of cost:

SL.No.	DESCRIPTION OF ITEM	QUANTITY	RATE IN RUPEES	COST IN RUPEES
I,	(Item as per the specification mentioned at clause 2.)			
2	GST (with percentage on total (1))			
4	Octroi			
5	Total (1) and (4)			
6	Packing & Forwarding charges			
7	Transit Insurance charges (upto the Consignee's site till the date of installation/commissioning of Instrument/ Equipment).			
8	Inland Transportation charges (ON DOOR DELIVERY BASIS)			
9	Service/ Handling charges, if any (in case of Authorized Dealers/ Distributors only)			
10	Total Cost (on F.O.R) Destination basis			

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