



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

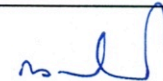
NOTICE INVITING TENDER

Dated: 24th June, 2022

NO DSCA. 03/TMD/AMC/2021/168: The Director, Food & Civil Supplies & Consumer Affairs, Government of Meghalaya, invites for Quotation from Government Registered firms for Supply of Computer table & chair. Interested firms may submit their quotation to the office of the undersigned on all working days from **24th June, 2022 to 15th July, 2022**. The Quotation can be downloaded from the website <http://megfcsca.gov.in>.

1. PARTICULARS OF TENDER:

a. 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.	:	22 pages
c. Last date & time of receiving the Tender.	:	15 th July, 2022 2:00 PM
e. Date and time of Opening of FINANACIAL BID	:	19 th July, 2022 (Timing will be intimated accordingly)
f. Earnest Money Deposit (EMD)	:	Rs.45,000/- (Rupees forty-five thousand)
g. Tender Fee/Document	:	Rs.10,000/- (Rupees Ten thousand) only (Non-refundable)


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


NO DSCA. 03/TMD/AMC/2021/168:

- A -

Dated Shillong, the 24th June, 2022

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) and. The Bills in triplicate may be sent to the undersigned for necessary payment.
2. The Joint Secretary, Food Civil Supplies & Consumer Affairs Department, Meghalaya, Shillong with reference to Letter NO.SUP.37/2020/Pt.II/31 Dated 11th May, 2022.
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 <https://megfcsca.gov.in>.
4. Office Notice Board.


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

NOTICE INVITING TENDER
FOR SUPPLY OF
COMPUTER TABLES
&
CHAIRS



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

(SI. 170^c)

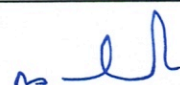
DETAILED SPECIFICATION OF COMPUTERS FURNITURES:

SL NO.	DESCRIPTION		QUANTITY (APPROX.)	REMARKS																								
1.	<table><tr><td>Type of Computer Table</td><td>Computer table with key board drawer and table top</td></tr><tr><td colspan="2">MATERIAL</td></tr><tr><td>Thickness of Table Top etc</td><td>18millimeters</td></tr><tr><td>Lock of Drawer</td><td>Yes</td></tr><tr><td>Type of lock</td><td>6-lever lock with a set of 2 keys of non-corrosive material</td></tr><tr><td>Sliding of Key board</td><td>provided with two telescopic channels with balls</td></tr><tr><td colspan="2">DIMENSION</td></tr><tr><td>Size of Computer Cum Printer Table ± 2Inches (LXBXH)</td><td>24X18 X 30Inches</td></tr><tr><td>Outside Drawer Size</td><td>No</td></tr><tr><td>Size of key board tray</td><td>Yes</td></tr><tr><td colspan="2">WARRANTY</td></tr><tr><td>Warranty period in number of years</td><td>1 No.</td></tr></table>		Type of Computer Table	Computer table with key board drawer and table top	MATERIAL		Thickness of Table Top etc	18millimeters	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 ± 2Inches (LXBXH)	24X18 X 30Inches	Outside Drawer Size	No	Size of key board tray	Yes	WARRANTY		Warranty period in number of years	1 No.	71 No's	
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WARRANTY																												
Warranty period in number of years	1 No.																											


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2	<u>Office Chair / Multipurpose Chair</u>		71 No's
MATERIAL			
Material of Fabric Back Cover	Polyester		
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		



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		71 No's	
GENERIC			
Conformity to Indian Standard IS 3499 (Part-1) Latest	No		
Chair Type	With Arms		
Type of Seat and Backrest	Padded with Polyurethane Foam		
Frame Type	Cantilever		
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 Warranty period in number of years	1		




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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.

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 Computer Furniture's.
 - b. Should have sold similar products to any Government Organization/PSU. Evidence for having supplied Computer Furniture's to State/Central Government departments/Public Sectors undertaken in the last 3years.
 - 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, PAN/TAN number, 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 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) MSEs registered under Udyog Aadhaar Memorandum (UAM) scheme will be provided tender cost free of cost. Bidders are required to submit valid UAM certificate and their claim for free tender cost will be considered for the service/category for which they are registered as per UAM certificate.
- 6) Bidders claiming exemption of EMD under this rule(170 of GFR) are however required to submit a signed Bid securing declaration (**Annexure VI**) 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



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be suspended for the period of 3 years from being eligible to submit Bids for tenders with Department of Food Civil Supplies and Consumer Affairs, Government of Meghalaya.

7) No consortium or joint venture is allowed.

8) **TENDERING SYSTEM:** -It a single stage bidding system.

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

- 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.

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.

7. **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.

8. OPENING OF TENDERS: -

(i) The tender will be opened on the 19th July, 2022. Timing and Venue for opening of Financial Bid will be intimated accordingly.

(ii) The representative of the Bidders / bidders may attend the opening of tenders along with letter of authority from the respective Bidder/bidder. Only one authorized representative from each participating vendor will be allowed to attend.

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



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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 the concern office.

10. DELIVERY PERIOD: - Bidders must be able to supply the entire material 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 one year 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.

12. The tender document can be downloaded from our website:: <http://megfcscs.gov.in/>. Bidders shall attach a separate Demand Draft of Rs.10,000/- (Rupees Ten thousand) only (Non-refundable) drawn on of any National/Commercial Bank in favour of the **"Director, Food Civil Supplies and Consumer Affairs" payable at Shillong** along with the Tender documents 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. Installation and working demonstration of all the material supplied shall be the responsibility of the bidder.

15. 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 Furniture's.

b) Bids must be accompanied with supporting documents related to eligibility criterion of the bidders.

16. 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.



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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. **It may be mentioned that Bidders claiming exemption of EMD under this rule(170 of GFR) are however required to submit a signed Bid securing declaration (ANNEXURE-VI) 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 3 years from being eligible to submit Bids for tenders with Department of Food Civil Supplies and Consumer Affairs, Government of Meghalaya.**

17. 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 1 year 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.

18. 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.

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

20. 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.

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



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22. The breakup details of the cost must be given in the specified Performa as per ANNEXURE-VI. The lowest bidder will be decided based on total cost inclusive of all.
23. 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.
24. The competent authority reserves the right to cancel the tender without assigning any reason thereof.
25. 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 DESKTOP FURNITURES

(Last Date and Time of Receiving of Tender: _____)

Addressed to: The Director,
 Food Civil Supplies and Consumer Affairs
Horse Shoe Building, Ground Floor
Lachumiere Shillong 793001.

26. 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.
27. 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
1	Directorate, Shillong	Desktop Table	20
		Chair	20
2	DC(Supply), EKH, Shillong	Desktop Table	3
		Chair	3
3	DC(Supply), EJH, Khliehriat	Desktop Table	3
		Chair	3


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4	DC(Supply), EJH, Jowai	Desktop Table	3
		Chair	3
5	DC(Supply), WKH, Nongstoin	Desktop Table	3
		Chair	3
6	DC(Supply), SWKH, Mawkyrwat	Desktop Table	3
		Chair	3
7	DC(Supply), Ri Bhoi, Nongpoh	Desktop Table	3
		Chair	3
8	DC(Supply), EGH, Williamnagar	Desktop Table	3
		Chair	3
9	DC(Supply), NGH, Resubelpara	Desktop Table	3
		Chair	3
10	DC(Supply), SGH, Baghmara	Desktop Table	3
		Chair	3
11	DC(Supply), SWGH, Ampati	Desktop Table	3
		Chair	3
12	DC(Supply), WGH, Tura	Desktop Table	3
		Chair	3
13	SDO(Supply), WJH, Amlarem	Desktop Table	2
		Chair	2
14	SDO(Supply), EKH, Sohra	Desktop Table	2
		Chair	2
15	SDO(Supply), EKH, Pynursla	Desktop Table	2
		Chair	2
16	DC(Supply), EWKH, Mairang	Desktop Table	2
		Chair	2
17	SDO(Supply), WGH, Dadengiri	Desktop Table	2
		Chair	2
18	SDO(Supply), SWKH, Ranikor	Desktop Table	2
		Chair	2
19	SDO(Supply), WGH, Raksemgre	Desktop Table	2
		Chair	2
20	SDO(Supply), WKH, Mawshynrut	Desktop Table	2
		Chair	2
21	SDO(Supply), SGH, Chokpot	Desktop Table	2
		Chair	2

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

29. 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.



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30. 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 here to.

31. If the dates of opening of bids fall 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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Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong**

(SI. 180^c)

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:



ANNEXURE- II

FINANCIAL BID DOCUMENT

- I. Name of the Supplier
- II. Address with contact No
- III. Authorized Person with Designation (Contact No.)
- IV. Rates quoted are all inclusive and no separate claims will be made towards any cess, GST, tax, delivery charges, etc.
- V. Terms of payment for supply of all or any item/s will be claimed only after delivery and successful installation of the same as per supply order and no advance will be claimed by this firm.
- VI. The applicant should submit their bids in seal 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

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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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 workman ship 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 beat 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

Dated _____

Name & Address of manufacturer/Supplier



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ANNEXURE - IV

AGREEMENT

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

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. 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 depositmentioned in clause(16)and topurchase 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) here of.
- (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 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 notwithstanding any previous waiver of such default or action being taken under any other clause hereof The Director, Director, Food Civil Supplies and Consumer Affairs, Shillong 793001, on behalf of the Government shall terminate the contract and forfeit the said deposit and recover from the supplier any loss suffered by the Government on account of the contract being terminated.



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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.
- (i) 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 12 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 12 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 st witness	2 nd Witness
Address	Address

Signed by the said for and on behalf of the
Government of Meghalaya in the presence of

1 st witness	2 nd Witness
Address	Address


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

ANNEXURE - V

BANK GUARANTEE FOR PERFORMANCE SECURITY

1. In consideration of the President of India (hereinafter called "the Government") having agreed to exempt _____ (here in after called "the said Supplier(s)" from made between ----- and ----- for supply of Computer Furniture's (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----- only). We, (indicate the name of the bank) ----- (here in after 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.
2. We (indicate the name of the bank) ----- do hereby undertake to pay the amount due 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-----
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 underhand the suppliers) shall have no claim against us form asking such payment.
4. We, (indicate the name of the Bank) ----- further, agree that the Guarantee herein contained shall remain in full force and effect 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 ----- we shall be discharged from all liability under this Guarantee thereafter.
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 power 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.



Director,
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6. 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.
8. 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)



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

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
1	(Item as per the specification mentioned at clause 2.)			
2	GST (with percentage on total (1))			
9	Total Cost (on F.O.R) Destination basis			



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

SI-189C

(On Company's Letterhead)
BID SECURITY DECLARATION FORM

ANNEXURE VI

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

Dated:

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

Sub: Tender No.Opening on

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

Sir,

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

1. That we, the bidders understand that bids can be supported with a Bid Security Declaration, in lieu of submitting **Earnest Money Deposit (EMD)** specified in above referred tender and
2. That we, the bidder, understand that we shall be automatically be suspended from being eligible for bidding in any contract with Department of Food Civil Supplies and Consumer Affairs, Government of Meghalaya (herein after referred to as purchaser) for a period of 3 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