

OFFICE OF THE DIRECTOR OF SCHOOL EDUCATION & LITERACY, SHILLONG, MEGHALAYA

Directorate of School Education & Literacy, Laitumkhrach, Shillong-793003,

Ph-0364-/, Fax: 0364-

REQUEST FOR PROPOSAL

1. Sealed Tenders in a Three Bid System affixing a Court Fee Stamp of Rs. 25/- is invited by the Director of School Education & Literacy, Meghalaya under the Department of Education, Government of Meghalaya from Prospective Bidders for Supply of Classroom Furniture of 23(Twenty Three) Government Secondary and Higher Secondary Schools in the State of Meghalaya through open Tender.
2. This tender shall be evaluated under the three-bid system, i.e., through evaluation of pre-qualification bid, technical and financial proposals/ bids. Along with submitting requisite documents in the technical bid, the bidders shall also have to make a presentation on their Technical Proposals to be considered eligible for opening of their financial proposals/ bids.
3. Pre-Qualification, Technical& Financial Evaluation of the Tender Documents would be evaluated by a committee duly constituted by the Director of School Education & Literacy, Meghalaya.

FACT SHEET

Sr. No.	Particulars	Details
1	Tender Notice No	DSEL/SEC/MISC/9/2013/122
2	Description of work	Supply of Classroom Furniture of 23(Twenty Three) Government Secondary and Higher Secondary Schools in the State of Meghalaya.
3.	Cost of Tender Document	Rs. 2000/- non-refundable, in the form of Demand Draft/ BG in favor 'The Director of School Education & Literacy Shillong, Meghalaya'.
4.	Earnest Money Deposit	Rs.5, 00,000 /- refundable, in the form of Demand Draft/ BG in favor 'Director of School Education & Literacy Shillong, Meghalaya.'
5.	Date of Sale of Tender	6 th October 2016
6.	Last date for Sale of Tender Document	21 th October up to 12:00 Hrs
7.	Pre-Bid Meeting	21 th October at 15:00 Hrs
8.	Last date of submission of Tender Document(Technical Bid)	27 ^h October to 12:00 Hrs
9.	Opening of Tenders(Technical Bid)	To be notified later
10..	Opening of Financial Bid(only for qualified bidders)	To be notified later

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Copy of Tender documents may please be purchased from Office of the Director of School Education & Literacy, on payment of Rs.2000/- or downloaded from our web site www.megeducation.gov.in and the Cost of tender document along with EMD mentioned above may please be deposited in the form of 'demand draft / 'pay order'/Receipt in favour of 'The Director of School Education & Literacy Shillong, Meghalaya', Payable at Shillong. Please write the name of company on the reverse side of the 'Demand Draft'/'Pay order'/Receipt. Please note that the downloaded tender document is subject to verification with original document as given in the Website. The Director of School Education & Literacy, reserves the right to reject any or all the tenders without assigning any reason. **Note:** Any changes or any further notifications in respect to the above Tender document shall be made available only at the above mentioned website. Hence respective vendors are advised to visit the website regularly for the above purpose.

INDEX

<u>Sl No</u>	<u>Items</u>	<u>Page Number</u>
1	Introduction	4
2	Tender Guidelines and Instructions to Bidders	4-5
3	Price Schedule	5-6
4	Eligibility Criteria	5
5	Submission of the Bid	6-7
6	Opening of Bids	7
7	Venue of Tender Opening	8
8	EMD Amount	8
9	Performance Security Bond(PSB)	8
10	Price Schedule	9
11	Delivery and Completion Schedule	9
12	Sub Contracting	9-10
13	Language	10
14	Evaluation process	10
15	Tender Validity	10
16	Technical Evaluation	10-11
17	Financial Evaluation	11-12

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18	Quality Standards	12
19	Samples for Inspection	12
20	Quantity Division	12
21	Supplier responsibility	12-13
22	Quality Inspection	13-14
23	Failure and Termination	14
24	Risk Purchase	14
25	Addendum & Corrigendum	14
26	Taxes, Duties and Levies	15
27	Warranties and Obligations	15
28	Compliance of the Laws of the land	15
29	Documentation requirements	15
30	Termination	15-16
31	Infringements	16
32	Governing Law; Dispute Resolution	16
33	Force Majeure	16
34	Declaration by the Tenderer	16
35	Payment Terms	16-17
36	Right to reject Proposal	17
37	Details on Scope of Work	17
38	Annexure I – Detail Technical Specifications	18-19
39	Annexure II- Pre-Qualification Bid Checklist	20
40	Annexure III- Technical Bid	21
41	Annexure IV-Financial Bid	22
42	Annexure V- Letter of Undertaking	23-24
43	Annexure VI- Declaration	25
44	Annexure VII-Income Tax Return	26

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Directorate of School Education & Literacy, Laitumkhrach, Shillong-793003,

Ph-0364-/, Fax: 0364-

45	Annexure VIII- Annual Turnover Statement	27
46	Annexure IX- Bid Security Form	28
47	Annexure X- Performance Security Form	29
48	Annexure XI- List of School	30

1. Introduction:

The aim of the Education Department, Government of Meghalaya, is to create better infrastructure and to provide better facilities for universal access to secondary and higher secondary education, in the state of Meghalaya. Another important objective is to improve the class room facilities and good environment. Therefore the Directorate of School Education & Literacy (DSEL) has made a proposal for purchasing of furniture equipment's for Government Secondary and Higher Secondary Schools on utilization of special assistance from the **Grant- in – aid for purchase of furniture equipment etc for Non- Govt Sec/ Hr Schools** scheme

2. Tender Guidelines and Instructions to Bidders:

2.1 Definitions:

PO – Purchase Order

Contract – Terms informed in the PO

EMD – Earnest Money Deposit

DD – Demand Draft

PBG – Performance Bank Guarantee

BC – Banker's Cheque

Purchaser – DSEL, Meghalaya

Tenderer – Bidders who have submitted Valid Tender Document

Supplier – Successful Bidder (s), to whom, the tender quantity is distributed to

Sample – One piece manufactured / Supplied by the bidder/ catalogue

Bidder – MANUFACTURER or Authorized Trading partner such as dealers / distributors/Suppliers

The prices quoted and quantities offered for supply in the tender shall remain open for acceptance - 90 days from the date of bid opening.

2.2 General:

a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the requirement. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the DSEL on the basis of this RFP

c) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

3. Price Schedule:

Prices shall be quoted as mentioned in Annexure-IV. Price will remain firm and fixed for all supply orders placed during the period of tender validity.

4. Eligibility Criteria:

a. Client Certificate or supply order of similar nature from Central/ State Govt. Dept. / PSU or Private Limited Company.

b. Annexure II, III, IV, V, VI, VII, VIII, IX & X should be duly filled and complete in all respects.

c. Submission of EMD of amount Rs. 5, 00,000 /- only in the form of Demand Draft/ BG in favor 'Director of School Education & Literacy Shillong Meghalaya. EMD should be valid for a period of 90 days as per Annexure-IX.

d. In case of dealer the bidder should submit Dealership certificate from the Company and failing to meet the requirement shall be rejected.

e. Standards and safety certificate

f. Manufacturer should have the following valid certifications:-OHSAS18001:2007,ISO 14001:2004,ISO 9001:2008

g. Bidder shall either be a manufacturer of furniture having approved manufacturing unit or a distributor/dealer, having experience of supplying furniture to Govt. Organisations.

h. The bidder should have the following:-

i. A valid Company/Firm Registration Certificate.

ii. A valid Trade License Certificate for Non-Tribal.

iii. A valid VAT/CST Registration Certificate.

iv. Up to date VAT/CST clearance certificate

v. PAN/TIN Card of the firm or of the person in whose name the Proprietorship, Partnership, Firm etc is registered under.

vi. Up to date Professional Tax Clearance Certificate issued by KHADC/JHADC/GHADC

vii. Bidder should have an Average Turnover of 3.00 (Three) Crore for the last 3 Accounting Years (Audited) i.e. 2013-2014, 2014-15 & 2015-16.

viii. The bidder must submit Income Tax Returns of last three financial years (Annexure-VII) Or ST Certificate for Tribal.

ix. Affidavit to be submitted on Non-Judicial Stamp paper attested by Public Notary that there is no vigilance / CBI Case or arbitration cases pending

x. The tenders received after the due date and time specified or unsealed or incomplete, or by facsimile or email will be summarily rejected.

xi. The Purchaser will notify the successful bidder in writing that its Bid has been accepted and issue Purchase Order (PO) to the successful bidder post signing of contract.

xii. Within 7 days of receipt of such intimation, the successful bidder shall give its acceptance to the Director of School Education & Literacy Shillong Meghalaya

- xiii. The Director of School Education & Literacy, Govt. Of Meghalaya reserves the right to reject / cancel any or all other including the lowest bidder without assigning any reason thereof.
- xiv. On received of Purchase Order the selected bidder will have to execute delivery as per delivery schedule mentioned

5. Submission of Bids:

(A)The bid should be submitted in a three cover format:

- a. First Cover – Envelope to clearly labeled as “Pre-Qualification Bid for RFP for Supply of Classroom Furniture of Government Secondary and Higher Secondary Schools in the State of Meghalaya”.
- b. Second Cover – Envelope to clearly be labeled as “Technical Bid for RFP for Supply of Classroom Furniture of Government Secondary and Higher Secondary Schools in the State of Meghalaya”.
- c. Third Cover - – Envelope to clearly be labeled as “Financial Bid for RFP for Supply of Classroom Furniture of 23(Twenty Three) Government Secondary and Higher Secondary Schools in the State of Meghalaya”.

All the three envelopes mentioned a - c should be put inside an outer envelope which should be labelled as **RFP for Supply of Classroom Furniture of Government Secondary and Higher Secondary Schools in the State of Meghalaya.**

(B) Super scribed Sealed Cover A – Prequalification bid:

- a) Tender Application form duly filled and signed by the authorized person
- b) Tender Fee
- c) Annexure , II, IV, V, VI, VII, VIII, IX & X should be duly filled and complete in all respects
- d) Dealership certificate in case of Dealers
- e) Earnest Money Deposit, EMD
- f) Company/Firm Registration Certificate.
- g) IT returns of last 3years for Non-Tribal (Annexure-VII) or ST Certificate for Tribal
- h) Turnover of last three financial years.
- i) Excise Duty/Sales Tax/VAT registration
- j) Sales Tax clearance certificate.
- k) Professional Tax certificate
- l) Copy of PAN/TIN.
- m) Trading license for Non-Tribal or ST Certificate for Tribal.
- n) Customer feedback or supply order from Central/ State Govt. Dept. / PSU or Private Limited Company.
- o) Valid Authorization letters mentioning the above Tender no. from the OEMs (in case of dealers) for Supply & Participation in Tender with Dealership certificate.
- p) Affidavit to be submitted on Non-Judicial Stamp paper attested by Public Notary that there is no vigilance / CBI Case or arbitration cases pending

****If a Non-Tribal becomes a successful bidder he/she has to furnish Trading License from the concerned District Council before any work involving Trade is issued.**

(C) Super scribed Sealed Cover B –Technical bid:

- a) Standards and safety certificate
 - i. BIS/ISI
 - ii. Manufacturer valid certifications-OHSAS 18001:2007, ISO 14001:2004, ISO 9001:2008
- b) Containing Annexure wise Technical bid as per format

(D) Super scribed Sealed Cover C – Financial bid:

Super scribed sealed cover C for -Financial/Price Bid:
Containing Annexure wise Price Bid as per format.

Instructions:

- a) The main Cover should be addressed to:
The Director of School Education & Literacy, Directorate of School Education & Literacy, Laitumkhrach, Shillong-793003, Meghalaya
- b) All documents submitted should be properly page numbered, signed and should have appropriate and relevant contents.
- c) Index sheet of each document should be submitted for ease & fast documentations verifications.
- d) Bid documents that do not provide complete information and / or that are submitted after the above specified time shall be rejected.
- e) Bidder should quote their prices in the scheduled format supplied in this tender (Annexure III) form giving the breakup of prices. Tenders received in any other form will not be entertained.
- f) Bidder should sign the certificate provided in the tender form Annexure-V “that they have read and understood, all the Terms and Conditions stipulated for in the Tender, and are willing to abide by these tender terms and conditions”, before submitting the tender document. Tenders submitted without the Signed declaration certificate will be considered incomplete and will not be considered.
- g) Bid received by the purchaser after the deadline will be summarily rejected by the purchaser

6. Opening of Bids:

Bids will be opened in three stages.

- (I) Envelope A: Prequalification bid (As per Annexure-II)
- (II) Envelope B: Technical bid/specification (As per Annexure-I & III)
- (III) Envelope C: Financial/ Price Bid (As per Annexure- IV)

If the envelopes are not sealed and marked as required above, the bid will be subjected to rejection at the tender opening stage itself.

The bid shall be opened in three stages. At the time of opening only first cover (Envelope A) containing the Prequalification bid shall be opened at the first stage and the second cover (Envelope B) containing technical bid shall be opened after qualifying the prequalification round and subsequently (Envelope C) financial bid shall be opened only after qualifying the Technical Bid. The date, time and venue for third stage opening will be intimated separately by the Tender Inviting Authority (TIA) only to selected

/qualified bidders. The purchaser will prepare the minutes of the bid opening.

7. Venue of Tender Opening :

The tender for supply of Classroom Furniture for schools will be opened in the presence of the bidders or their authorized representatives and Tender Committee Members at the venue mentioned hereunder.

Venue of Tender Opening:

Office of the Director of School Education & Literacy, Laitumkhrah, Shillong-793003, Meghalaya

8. EMD Amount:

Tenderer needs to be deposit the EMD Amount of Rupees Five Lacs rupees only in favour of the Director of School Education & Literacy, payable at Shillong, Meghalaya.

(i) The EMD shall be returned back to unsuccessful bidders within a period of eight (8) weeks from the date of execution of the agreement subject to the receipt of a written application addressed to the Director of School Education & Literacy. The return of EMD shall not carry any Interest Component.

(ii) The E.M.D. / Security Deposit shall liable to be forfeited in the following circumstances when the,

a) Tender is rejected due to failure to furnish the requisite documents in the proper format or giving any misleading statement or submission of false affidavit or fabricated docs.

b) Party fails to sign the agreement for entering into contract in case the offer is accepted, due to any reason whatsoever.

c) Party fails to supply the goods / items as per the orders / R.C. placed by DSEL Shillong within the delivery period so stipulated.

d) Party fails to replace/correct the supplied material / pre-printed stationeries declared to be wrong / different from specification and R.C. holder / successful bidder have to refund the cost of such goods.

9. Performance Security Bond (PSB):

(a) The successful Bidder will liable to deposit 10% of value of the Contract/Purchase Order as Performance Security Deposit in favor of the Director of School Education & Literacy, by way of Performance Bank Guarantee in the format given at "Annexure-X"/Fixed Demand Receipt" from nationalized/Commercial Bank refundable after expiry of the contract/or after the completion number of warranty period + 3 months in case of supply of Equipment whichever is higher, subject to successful fulfilment of terms and conditions. Security Deposit/EMD is liable to be forfeited if the bidder withdraws or impairs the bid in any respect. Security deposit is for due performance of the agreement. Non submission of Performance security within the specified time shall also lead to forfeiture of the EMD/PSB.

(b) Performance security deposit is retained as a security deposit until the period of work / contract may be found satisfactorily and completed. The Performance security deposit may be refunded on receipt of a written application addressed to the Director of School Education Literacy, Shillong, Meghalaya. Refund of Performance security deposit shall not carry any Interest Component.

10. Price Schedule:

- a) The price offered in the tender should be as per the structure requested in the Tender document Annexure-IV
- b) All Quotes shall be in Indian Rupees and duly attested in case of any corrections.
- c) All freight costs & Transit insurance are to be borne by the bidder
- d) In case of imports, all duties and any other costs (foreseen or unforeseen) have to be borne by the bidder and to be clearly indicated in the quote
- e) If more than one bidder has quoted exactly the same price in their bids, and if it has become the Lowest Bid (L1), the decision of the Tender Committee is final to equally distribute the schedule quantity among the L1bidders.

11. Delivery and Completion Schedule:

- a) The table below is the indicative delivery milestone for schools in tranches is provided in table below. Milestones for rest of the schools will be mutually decided between the Department of Education and the successful supplier. The vendor will be provided with the exact details of schools (in lots of 10) from Department of Education.
- b) The bidder may conduct site visit before the submission of bid at its own cost in order to ascertain the site condition, internet connectivity, etc.

#	Milestones	Timeline
1.	Signing of Contract	T= 0
2.	Supply furniture/goods in the following districts- East Khasi Hills, RI bhoi, West Khasi Hills, South West Khasi Hills, West Jaintia Hills, East Jaintia Hills (14 schools)	T+1 months
3.	Supply furniture/goods in the following districts- West Garo Hills, South West Garo Hills, East Garo Hills, North Garo Hills, South Garo Hills (9 schools)	T+2 months

12) Sub-contracting

- a) Unless otherwise specified in the Contract, the bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchasing Authority.

b) If permitted, the bidder shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

c) Subcontracts shall comply with the provisions of bidding document and/ or contract.

13) Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

14) Evaluation process

A Bid evaluation committee shall be constituted by DSEL. The Bid Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their bid.

The Bid Evaluation Committee reserves the right to reject any or all bids on the basis of any deviations. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

15) Tender Validity

The offer submitted by the bidder will be valid for a period of 3 months only.

16. Technical Evaluation:

- a) Technical evaluation of the items tendered will be done by a Technical Committee constituted by the Director of School Education & Literacy, Shillong , Meghalaya.
- b) Specifications for each of the items will be as detailed in the respective Annexure
- c) Tenders submitted with technical specifications and commercial bid will alone be considered for evaluation.
- d) The commercial bids of suppliers who have scored more than 70 marks in Technical Evaluation only would be considered.
- e) In case, if Technical Committee is not convinced with any of the bidder's samples with respect to Quality parameters, then it is the Committee's decision to scrap the Tender.
- f) The decision of the Committee formed by Purchaser would be final.
- g) The work offered should meet all the technical and functional specifications given in the section "Scope of Work". Non-compliance to any of the technical and functional specification will attract rejection of the proposal.
- h) Technical Evaluation as per criteria mentioned below

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S.No	Criteria	Max Marks	Evaluation
Experience			
1	Experience in similar large scale Government orders of INR 1 crore and above in single contract within last 3 years	5 mark for each such Order Max Marks:25	Copies of work orders
2	Experience of projects in North eastern state	5 mark for each such Project Max Marks:25	Client Certificate, Completion certificate
Product			
1	Adherence to Specifications of the product offered (Look and feel, durability, design, dimensions, finishing etc) Product 1: Two seater desk & bench	Scale from 1 to 5 Pro rata equivalent marks upto maximum 25 marks	Sample product
2	Adherence to Specifications of the product offered (Look and feel, durability, desing, dimensions, finishing etc) Product 1: Two seater desk & bench	Scale from 1 to 5 Pro rata equivalent marks upto maximum 25 marks	Sample product
Total Marks		100	

17. Financial Evaluation:

- a) The Financial Bids of technically qualified bidders (i.e. above 70 marks) will be opened on the prescribed date in the presence of bidder representatives.
- b) Only fixed price financial bids indicating total price for products and services specified in this bid document will be considered.
- c) The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- d) Any conditional bid would be rejected. There should be only one Commercial bid submitted. Bids having more than one commercial bid would be rejected.
- e) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and

quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

- f) If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- g) Lowest price L1 will be selected.
- h) In the event that there are 2 or more bidders having the same value in the financial bid, the bidder securing the highest technical score will be adjudicated as the “Best responsive bid for award of the Project.

18. Quality Standards:

- a) The Suppliers/OEM’s are to meet the Quality Standards like OHSAS 18001:2007, ISO 14001:2004, ISO 9001:2008 or any other reputed standard by the Country of Origin. The evaluation would be done by the technical committee at the time of technical evaluation

19. Samples for Inspection:

- a) Samples whenever required, for valuation shall be provided by the supplier at free of Cost.
- b) The products should fulfilling technical specifications the Quality Standards like OHSAS 18001:2007, ISO 14001:2004, ISO 9001:2008 or any other reputed standard
- c) In case bidder quoted more than one item for a particular item, during Technical round the Tender committee will select one item only according to quality satisfaction & the price bid of the selected item only shall be taken into account.
- d) The Tender committee has the right to reject any sample in case the sample quality is found unsatisfactory and bidder has no right for any objection.

20. Quantity Division:

Each Delivery Schedule of Requirement incorporate in the tender enquiry document will be ordered from the Lowest Responsive Bidder (L1). However, it is the purchaser’s decision to assess the capacity of the L1 bidder to support the requirement. If L1 refuses to supply and in case of L1 bidders capacity is less than the quantity required, the purchaser has the right to split the order quantity among the other bidders in the order of lowest to the highest bidder as per the provisions of transparency in Tenders Act & Rules, provided the next lowest bidder agrees to match the L1 rate.

21. Supplier Responsibility

The supplier is responsible for the delivery of the goods in satisfactory condition and without any loss or damage at the final destination and until the same is actually received by the Purchaser at its works or other place of final destination. For this purpose, goods carried by the roadway or other carrier shall be deemed to be carried at the risk of the supplier. If on inspection at final destination the Purchaser discovers any discrepancy, the Purchaser will be entitled (not-with-standing that the property of goods

shall have passed on to the company) to refuse acceptance of the goods altogether and claim damages and/or cancel the contract and buy its requirement in the open market at the risk and cost of the supplier, reserving always to itself, the right of forfeiture of any amount found due and payable or the deposit, if any, placed by the supplier for the due fulfilment of the contract as also to recover any amount, if already paid.

Any deviations deemed Inferior to the Samples provided, will render DSEL liable to initiate Criminal Charges against the Bidder/Supplier.

22. Quality Inspection:

- a) For every unit supplied by the supplier, the conformance to the Specifications mentioned in the Tender shall be established by the supplier.
- b) Supplier represents and warrants that it shall fully comply with all written quality assurance requirements or instructions of DSEL, Meghalaya, and as amended from time to time at the sole discretion of DSEL, Meghalaya. Supplier further represents and warrants that the Product supplied by the Supplier in strict compliance with all applicable central, state and local laws.
- c) The supplier shall maintain the highest standard of quality in the Product. Supplier shall follow and abide by all directions, requests, suggestions or instructions of DSEL, Shillong regarding the quality standards required by DSEL, Meghalaya in connection with the manner of Packaging, storage and delivery of the Product.
- d) The supplier shall facilitate in-process and / or Pre-delivery inspection by the Representatives of the Purchaser, as and when, the same is required by the Purchaser
- e) Notification by Supplier – In case of inspection at the Supplier's premises, notice in writing shall be sent by the Supplier, sufficiently in advance, to the Purchaser when the items to be supplied, are ready for inspection.
- f) Rejections – At delivery, DSEL, Meghalaya in its sole discretion may reject any Product produced or manufactured by Supplier for any reason, including Non-compliance with USFDA/CE/BIS or any other reputed standard, but not limited to defects, or failure to meet quality standards, etc.
- g) Removal of Rejections - Any supplies inspected and rejected at the Purchaser's premises must be removed by the Supplier, within 7 days from date of receipt of intimation of rejection of supplies in case of indigenous suppliers & 28 days in case of foreign suppliers. If the rejected goods have already been paid for (partly or fully), the supplier shall before removal of rejected goods , either deliver correct replacement goods at Purchaser's premises completely free of cost (including cost of goods , freight, taxes, duties etc)or refund the payment received as well as make full compensation for freight taxes , duties etc. Such rejected items shall lie at supplier's risk from the time of such rejections and if not removed within the above time limit, the Purchaser shall have the right to dispose off the said rejected materials as he may deem fit without any financial obligation to the supplier.
- h) If found that the Successful Bidder is incompetent to provide the supply as requested, in such a situation, the proposal may be reviewed for award of the contract to the next qualifying bidder or go for a fresh bid

depending on the circumstance. No form of compensation shall be payable in any form whatsoever to the forfeited firm. In case it is decided to go for the next qualifying bidder, negotiation maybe considered to bring down their price nearer to the originally Evaluated or Lowest bidder in consideration to the equipment's to be supplied.

23. Failure and Termination

Should the Supplier fail to deliver the items or any consignment thereof, within the period prescribed for such delivery, the Purchaser shall be entitled at his/ her option, to the following:

Delayed Penalty & Liquidity Damage

Up to 7 Days from Delivery Due Date	0.25% from the total PO value
From 8th day to 15 Day	0.50% from the total PO value
From 16th day to 22nd Day	0.75% from the total PO value
From 23rd day to 30th Day	1.00% from the total PO value
Above 30 Days	5.00% from the total PO value

24. Risk Purchase:

If the Supplier fails to deliver the items either in full or in part, within the prescribed delivery period, the Purchaser shall be entitled at his option to take alternate procurement action, at the risk & cost of the supplier for the unsupplied portion of the goods / items without canceling the contract in respect of the items not yet due for delivery, or to cancel the contract based on progress of work, including items not due for delivery, and, if thought fit/necessary, to purchase the items at the risk and cost of the Supplier. The price differential in the case of higher cost to Purchaser, if any, shall have to be borne by the defaulting supplier. Moreover the defaulting supplier shall have no claim over the quantity, which they failed to supply.

25. Addendum & Corrigendum:

At any time prior to the date of submission of the Bids, the Tender Inviting Authority may, for any reason whatsoever, whether on his own initiative or in response to a clarification requested by a prospective bidders, modify the Tender Documents by an act of amendment thereafter referred to as an Addendum for Addition & Corrigendum for Correction. All prospective bidders who have received the bid documents will be notified of the Addendum / Corrigendum and that will be binding on them. In order to provide reasonable time to take the Amendment into account, the Tender Inviting Authority may at its discretion extend the date and time for submissions of Bids. The bidders should check for such amendments or Corrigendum on Education Department website. No separate intimation will be issued to them.

26. Taxes, Duties and Levies:

- a) Tenderers must clearly mention their Sales Tax Registration, Excise Control Code Number (ECC) & TIN etc.in their offers and invoices.
- b) Sales Tax / VAT, Excise Duty, Countervailing Duty (CVD), Entry Tax, Service Tax (ST), etc. shall be clearly mentioned in the offer indicating the applicable rates.
- c) In case if there is a decrease in the Statutory Taxes / Duties / Levies, the same has to be passed to the Purchaser.

27. Warranties and Obligations:

- a) Supplier irrevocably offers three years comprehensive warranty on all products
- b) Supplier represents and warrants that it will use its best efforts to produce and distribute the Product in accordance with the terms and conditions of this Agreement.
- c) Supplier shall be solely responsible for the production and distribution of the Product and will bear all related costs associated therewith, except as otherwise provided in this Agreement.
- d) Replacing the defective items should be done immediately within 5 working days.

28. Compliance of the Laws of the land:

The supplier shall comply with all state and local laws and regulations, shall obtain all necessary licensing for the operation of its business and shall further comply with all quality control standards promulgated by DSEL, Meghalaya from time to time.

29. Documentation requirements:

A supplier has to send the following documents along with the shipment.

- a) Invoice in original along with two additional copies, both duly signed and stamped by the Supplier.
- b) Original Packing list.
- c) A copy of Purchase order raised by DSEL, Meghalaya

30. Termination:

DSEL, and its Tender Committee shall have the right to immediately terminate this Agreement by giving a written notice to the Supplier in the event that Supplier does any of the following:

- a) Fails to supply the order from the date of target delivery date.
- b) Files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or Supplier discontinues its business
- c) Breaches any provision of this Agreement, and fails to cure such breach within seven (7) days after it receives a written notice of breach from the DSEL, Meghalaya.
- d) DSEL, and its Tender Committee has Right to Terminate without giving any Cause. DSEL, Meghalaya shall have the right to terminate this Agreement by written notice to Supplier.
- e) Upon receipt of the notice of termination from the Purchaser, the Supplier shall either immediately or upon the date specified in the notice of termination, cease all further supplies except for such as the

Purchaser may specify in the notice of termination. In the event of termination of the Contract the Purchaser shall only pay to the Supplier, the Price for the parts executed by the Supplier as of the date of termination.

31. Infringements:

The supplier agrees to fully cooperate with DSEL, Meghalaya in the prosecution of any such suit against a third party and shall execute all papers, testify on all matters, and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit.

32. Governing Law; Dispute Resolution:

This Agreement shall be governed by, and construed in accordance with, the laws of the India; without regard to conflict of law principles, and under the jurisdiction of Meghalaya and language shall be English.

33. Force Majeure:

If at any time during the validity of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reasons of War, Hostility, Acts of Public Enemy, Civil Commotion(s), Sabotage, Fire(s), Flood(s), Explosion(s), Epidemic, Quarantine Restrictions, Acts of State or Acts of God, hereinafter referred to as eventualities, then the Contract period will get extended for the period of Force Majeure, provided Notice of the happenings of any such eventualities is given, supported by a certificate of appropriate authority or Chamber of Commerce by either party to the other within 15 days from the date of occurrence thereof. Neither party shall by reason of such eventualities be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Work under this contract shall resume as soon as practicable after such eventualities have come to an end or ceased to exist. Should one or both parties be prevented from fulfilling their contractual obligations by state of Force Majeure lasting continuously for a period of at least three months, the parties shall consult each other regarding further continuation of the Contract.

34. Declaration by the Tenderer:

The Tenderer shall be required to declare whether the proprietor or any partner of the firm or Director of their company as the case may be, has any relation to any employee working with the Purchaser and if so, give the name of the employee and the relationship.

35. Payment Terms

Payment will be made after successful execution of the order in totality or postal delivery, inspection, acceptance and Receipts of the Goods. The bidder should submit the bills/invoices with a copy of delivery

OFFICE OF THE DIRECTOR OF SCHOOL EDUCATION & LITERACY, SHILLONG, MEGHALAYA

Directorate of School Education & Literacy, Laitumkrah, Shillong-793003,

Ph-0364-/, Fax: 0364-

Challans – duly acknowledged by the Purchaser and order copy with a satisfactory inspection report of the designated Technical Committee after Delivery duly signed and accepted should be submitted at DSELOffice, Laitumkrah, Shillong Meghalaya in original. Three copies of each document should be made and one copy handed over to the authority at the delivery site.

#	Payment Milestone	Payment
1	Mobilization Advance on the signing of Contract	10% of the total contract value
2	Supply furniture/goods in the following districts- East Khasi Hills, RI bhoi, West Khasi Hills, South West Khasi Hills, West Jaintia Hills, East Jaintia Hills (14 schools)	Pro-rata payment equivalent to the cost of 14 schools
3	Supply furniture/goods in the following districts- West Garo Hills, South West Garo Hills, East Garo Hills, North Garo Hills, South Garo Hills (9 schools)	Pro-rata payment equivalent to the cost of 9 schools

36. Right to reject Proposal

DSEL reserves the right to accept or reject any bid, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for DSEL action


37. Details on Scope of Work

The scope of work for this RFP will include the following activities

- a) Supply of 75 nos of two seater desk & bench (per school) as per specifications defined in Annexure - 1 (Technical Specifications)
- b) Supply of 75 nos of desklet (per school) as per specifications defined in Annexure -1 (Technical Specifications)
- c) Transportation, Delivery at each individual school & installation of the furniture

ANNEXURE I


1. Detailed Technical Specifications:

Sl.No	Particulars	Specification	Dimension	Illustration
1	Two Seater desk & Bench for Students	<p>Top, Seat, Back in 18mm should be made from commercial MDF board/Engineered Wood or equivalent Board with wood finish. The desk should have partitioned book shelf, foot rest with all in MS (Mild Steel frame) frame in 1” Round/Square Pipe fully powder coated. The specifications should confirm to the IS8827-1978</p> <p>The thickness of the round pipe should be 1.2mm (18 guage). Structure should be powder coated (silver colour texture). 40 x 20mm good quality rubber/plastic shoes fixed in structure footing</p> <p>All corners and edges of top and bench are chamfered properly sanded, finished with wooden primer and synthetic clear varnish as per the material used for making top, seat, back. Top and strips fixed with wooden screws having counter sunked. All the MS frame should be properly and firmly welded. The welds should be properly grinded/smoothen to give proper finish</p>	<p>Top: L37.8”(960mm)xW17.8” (450mm) xH31” Seat: L38”xW12”xH18” Back: L38”xW6”xH32” Gap between Desk and Bench = 12”(304.8mm)</p>	

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2	Desklet	<p>Seat, Back, desklet in 18mm should be made from commercial MDF board/Engineered Wood or equivalent with wood finish.</p> <p>The understructure assembly is all in MS (Mild Steel frame) frame in 1” Round/Square Pipe fully powder coated.</p> <p>The desklet is attached to a retractable type mechanism The bottom side is provided with black backing laminate. The retractable mechanism enables the user to fold the desklet on the RH side of the chair when not in use</p> <p>Good quality rubber/plastic shoes fixed in structure footing</p> <p>All corners and edges of seat, back rest and desklet are chamfered properly sanded, finished with wooden primer and synthetic clear varnish. Top and strips fixed with wooden screws having counter sunked. All the MS frame should be properly and firmly welded. The welds should be properly grinded/smoothen to give proper finish</p>	<p>57 cm W, 65 cm D, 86 cm H Seat height 45.5 cm Deskjet: 34 cm W and 26 cm D</p>	
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ANNEXURE II

2. Pre-Qualification Bid Checklist:

Sl. No.	Description	Submitted Yes/No.	Page No.
1.	Name of the Company/Firm/Organization		
2.	Attested Copy of the Schedule Caste / Schedule Tribe Certificate for Tribal Firms		
3.	Attested Copy of Up to date Meghalaya Sales Tax Clearance Certificate		
4.	Attested Copy of Up to date Professional Tax Clearance certificate issued by KHADC/JHADC /GHADC		
5.	E-Mail ID		
6.	Security deposit(EMD) of Rs. payable at Shillong (Annexure IX)		
7.	Letter of Undertaking for authorize signatory as per Annexure V)		
8.	Affidavit as per Annexure VI		
9.	Declaration as per Annexure VI typed on Company letter head uploaded		
10.	Detail Specification Annexure-I		
11.	Technical bid Annexure-III and Financial Bid Format Annexure-IV		
12.	Copy of latest Income Tax Return for last three years(Annexure VII)		
13.	Copy of audited last three years turnover (Annexure VIII)		
14.	Performance Security Deposit (Annexure X)		
15.	Scoring Sheet for Technical Bid		

ANNEXURE III

3. Technical Bid:

SI No	Name of the item (as per Annexure-I)	Specifications
1	Two Seater desk & Bench for Students	
2	Desklet with flips	

Signature, Name of Authorized Person of the Bidder with seal Date

Place:

Contact Cell No. :

Email ID :

ANNEXURE IV

4. Financial Bid:

<u>SL.No</u>	<u>Name of the item` (as per Annexure-I)</u>	<u>Price/unit (Inclusive of all taxes in Rs.) Per unit</u>	<u>Unit</u>	<u>Total cost/unit</u>
1	Two Seater desk & Bench for Students			
2	Desklet with flips			

Note:

1. The rates should be inclusive of everything viz. Freight, Packing, Forwarding, Insurance, Transportation, loading/unloading,, Sales Tax/VAT, as per requirement of equipment items indicated in the Annexure-I Technical Specification
2. *The Excise Duty/Custom Duty, Custom Clearance Charges, Agency Commission etc. wherever applicable, should be indicated separately in the respective column in the above Financial Bid. Non- indication will denote that nothing will be charge as Custom Duty Custom Clearance/Agency Charge/Excise Duty etc.
3. The Bidder will quote firm rates inclusive of all Taxes & expenditure.
4. The Rates quoted against items on the Tender shall be without cutting, tampering and a Transparent Tape should be applied on the Quoted Rates.
5. Rates Quoted should be typed and free from Fluiding, Cutting and Overwriting. No hand written quotations will be accepted. A soft copy of the same shall be required to be submitted compulsorily in a CD for easier compilation of the rates.
6. L1 will be decided on total cost of the Equipments (i.e. Annexure: I)

Signature, Name of Authorized Person of the Bidder with seal Date:

Place:

Contact Cell No. :

Email ID :

ANNEXURE V

5. Letter of Undertaking:

To,
The Director of School Education & Literacy
Shillong, Meghalaya
Tender No:
Tender Date:

Sir / Madam,

1. I, Shri on behalf of having its registered office at and its branch office at do hereby declare to comply with all the Terms and Conditions as specified in the RFP. The Rates quoted by me / us are valid and binding on me / us for acceptance for a period of one year from the date of award of contract to us.
2. We agree to the conditions of the tender under which the Earnest Money Deposit shall be forfeited by us.
3. The tender inviting authority has the right to accept or reject any or all the Tenders without assigning any reason thereof.
4. We understand all the Terms and Conditions of the Contract and bind myself / ourselves to abide by them.
5. I hereby furnish the following details as specified in the RFP:

FIRM DETAILS

Firm Name:
Proprietorship / Entrepreneurship / Holding:
Company, Partnership Firm:
Name of Proprietor / Director / CEO / Others:
Address:
Telephone Number:
Fax Number:
Mobile Number:
Email Id:

BANK DETAILS

Bank Name:
Address:
Account Number:
IFSC Code:
NEFT Code:

6. We hereby declare that as per the attached Affidavit, there is no vigilance / CBI or Court Case pending / Contemplated against us at the moment.
7. All information provided is True & Accurate. If at any time it is found that any information provided is

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proven false, I agree to the Cancellation / Termination of the Tender / Agreement leading up to blacklisting of the said firm under the Government of Meghalaya for a period of three years.

SIGNATURE:

NAME & ADDRESS OF BIDDER:

DATE:

ANNEXURE VI

6. Declaration:

(To be submitted by the bidder firm on non-judicial stamp paper of Rs. 10/- (Rupees Ten only) duly attested by Public Notary along with Technical Bid)

AFFIDAVIT

I, _____ s/d/o _____ r/o _____
in capacity of Proprietor/Partner(s)/Managing Director/Director/Authorized Signatory of M/s _____
_____ do hereby

solemnly affirm and declare that:

1. I/we have read all terms and conditions of the Tender Document carefully and undertake to abide by them faithfully.
2. My/our organization does not have any legal suit/criminal case pending against it for violation of PF/ESI/MW Act or any other law.
3. My/our firm has not been blacklisted or debarred by any state or Central government organization.
4. My/our firm has not been involved in the supply of spurious Material and has not been penalized by DSEL, Shillong any state or Central government organization for misrepresentation or for adopting corrupt practices.
5. The information furnished in all parts of this Tender Document is accurate and true to the best of my knowledge.
6. My/our firm shall not pay any type of commission to any person in regards to this tender.
7. My/our firm will not place any other material in addition in any case to the order placed by the **DSEL, Shillong.**
8. I/we fully understand that in case of above certificate/declaration are found false, I/we shall be liable to any penalty as per terms & conditions including criminal/civil prosecution under law.

Signature

Date:

Place:

ANNEXURE VII

7. Income Tax Return:

a) Name of the firm _____

b) Address _____

<u>Financial Year</u>	<u>IT Returns (Attached/Not Attached)</u>

SIGNATURE

NAME & ADDRESS OF BIDDER

DATE

ANNEXURE VIII

8. Annual turnover statement of the bidder:

a) Name of the firm _____

b) Address _____

c) Annual turnover for the last three years _____

(In INR)

Financial year	Turnover (Rs. in Lakh)	Balance Sheet etc. Authenticated by Chartered Accountant
2013-14		Attached/Not Attached
2014-15		Attached/Not Attached
2015-16		Attached/Not Attached

Seal & Signature of Chartered

Accountant / Auditor

Date:

ANNEXURE IX

9. Bid Security(EMD) Form:

Whereas..... (Hereinafter called “the Bidder”) has submitted its bid dated.....for the supply of..... vide Tender No.....

dated..... KNOW ALL MEN by these presents that WE

.....
having our office at(hereinafter called “the Bidder”) are bound unto The Director of School Education & Literacy, Shillong (hereinafter called “the Purchaser”) the sum of Rs..... vide DD no..... for which payment will and truly to be made of the said Purchaser, the Bidders binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form OR
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (a) fails or refuses to execute the Contract, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as to the bidders of the Bid Document up to and including Ninety (90) days from date of opening the Tender and any demand in respect thereof should reach the Bidder not later than date to be specified.

Signature of the Bidder.

Name

Signed in Capacity of

Full address of Office

Tel No. of Office

ANNEXURE X

10. Performance Security (PSB) Form:

..... (Insert: Bank's Name and Address of Issuing Branch or Office)

Beneficiary: (Insert: name and Address of Purchaser or Directorate of School Education & Literacy, here in after called the DSEL,)

Date:

PERFORMANCE GUARANTEE No:

We have been informed that (*insert: name of Supplier*) has entered into Contract No. (*Insert: reference no of the contract*) dated With you, for the supply of (*Science Lab Equipments*).

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we (*insert: name of bank*) hereby irrevocably undertake to pay you a sum or sums not exceeding in total an amount of (*insert: amount in figures*) (.....) (*insert: amount in words*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the Day of, 2....., and any demand for payment under it must be received by us at this office on or before that date.

** The guarantor agrees to extension of this guarantee for a further period in response to the purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

Dated: _____

For _____

(Indicating the name of the Bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act

ANNEXURE XI

11. List of schools

SL. NO	NAME OF THE SCHOOLS
	EAST KHASI HILLS DISTRICT, SHILLONG
1	Govt. Boy's Higher Secondary School, Shillong
2	Govt. Girl's Higher Secondary School, Shillong
	RI- BHOI DISTRICT, NONGPOH
1	Partharkmah Govt. Higher Secondary School
2	Jirang Govt. Higher Secondary School, New Jirang
	WEST KHASI HILLS DISTRICT, NONGSTOIN
1	Sibsingh Memorial Govt. Higher Secondary School, Nongstoin
2	Mallangkona Govt. Higher Secondary School, Mallangkona
3	Tirot Sing Memorial Govt. Higher Secondary School, Nongkhlaw
4	Umthlong Nongthliew Govt. Higher Secondary School, Nongthliew
	SOUTH WEST KHASI HILLS DISTRICT, MAWKYRWAT
1	Maharam Govt. Higher Secondary School, Mawkyrwat
	WEST JAINTIA HILLS DISTRICT, JOWAI
1	Govt. Boy's Higher Secondary School, Jowai
2	Govt. Girl's Higher Secondary School, Jowai
3	Sohkha Govt. Higher Secondary School, Sohkha
4	Nongtalang Govt. Secondary School, Nongtalang
	EAST JAINTIA HILLS DISTRICT, KHLIEHRIAT
1	Rymbai Govt. Secondary School, Rymbai
	WEST GARO HILLS DISTRICT, TURA
1	Govt. Boy's Higher Secondary School, Tura
2	Govt. Girl's Higher Secondary School, Tura
3	Dalu Govt. Higher Secondary School, Dalu
4	Dadengiri Govt. Higher Secondary School, Dadengiri
	SOUTH WEST GARO HILLS DISTRICT, AMPATI
1	Ampati Govt. Higher Secondary School, Ampati
	EAST GARO HILLS DISTRICT, WILLIAMNAGAR
1	Rongrengiri Govt. Higher Secondary School, Rongrengiri
	NORTH GARO HILLS DISTRICT, RESUBELPARA
1	United Kharkutta Govt. Higher Secondary School, Kharkutta
2	Resubelpara Govt. Higher Secondary School, Resubelpara
	SOUTH GARO HILLS DISTRICT, BAGHMARA
1	Baghmara Govt. Higher Secondary School, Baghmara