

## BID DOCUMENT FOR TENDERING

Bidder should read the tender document carefully. Submission of tender shall mean that the Bidder has read and understood all the terms and conditions of the tender (including corrigendum issued if any, at a later stage of publication of Tender) and agrees and binds himself/themselves to the same.

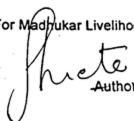
**Bidder must submit 'TENDER ACCEPTANCE LETTER' with their signature and official seal**

TENDER REF.NO.: **SFURTI-I/MGH-MMCS/P&M-002/2022-23**  
(In communication, please quote this number & date)

Dated: 02/09/2022

# **Tender document of Supply, Installation and Commissioning Of Machinery & Equipment at Mendipathar, North Garo Hills Meghalaya**

For Madhukar Livelihood Foundation

  
Authorised Signatory



## Section I

## Mendipathat Multipurpose Cooperative Society, Mendipathar, North Garo Hills, Meghalaya

Email: [mmcsmushroom@gmail.com](mailto:mmcsmushroom@gmail.com)

TENDER REF.NO.: **SFURTI-I/MGH-MMCS/P&M-002/2022-23**  
(In communication, Please quote this number & date)

Dated: 02/09/2022

### NOTICE INVITING TENDER

Bid Particulars	Details
Tender Reference no	SFURTI-I/MGH-MMCS/P&M-002/2022-23
Tender Details.	Machinery with Specifications (As Per Technical Specifications attached in Annexure – I)
Date of Tender Issue	02.09.2022 at 12:00 hrs
Last date and Time for tender submission	17.09.2022 at 02:00 PM
Opening of Technical Bid	17.09.2022 at 03:00 PM
Place of Tender submission	Mendipathar Multipurpose Cooperative Society (MMCS), P.O. Mendipathar, Mendipathar, North Garo Hills, Meghalaya - 794112  OR  INDIAN INSTITUTE OF ENTREPRENURSHIP LALMATI, NEAR GAMES VILLAGE, GUWAHATI, ASSAM - 781029
Tender Fees	Rs. 1500/-
Opening of Financial Bids	After evaluation & finalization of Technical Bids

Sealed Tender under Two cover System (Technical & Commercial) are invited on behalf of **Megha Food Cooperative Society, Mendipathar, North Garo Hills, Meghalaya** by Secretary (here in after called, the Implementing Agency and / or the Purchaser") of **Mendipathar Multipurpose Cooperative Society, Mendipathar, North Garo Hills, Meghalaya** (Implementing Agency) for Item mentioned below as per technical specifications given in the enclosed schedule **Section II Annexure -I**. The said item to be delivered / Installation and commissioned at destination mentioned in this document.

**Secretary**

**Megha Food Cooperative Society, Mendipathar, NGH**

## SECTION II INSTRUCTIONS TO BIDDERS

### A. INTRODUCTION

#### 1. DEFINITIONS:

- a) "The Purchaser" means Mendipathar Multipurpose Cooperative Society, Mendipathar, NGH, Meghalaya.
- b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- c) "The Supplier" means the individual or firm supplying the goods under the contract.
- d) "The Goods" means all the equipment, machinery or other materials, which the Supplier is required to supply to the Purchaser under the contract.
- e) "The Advance Purchase Order" means the intention of Purchaser to place the Purchase Order on the bidder.
- f) "The Purchase Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- g) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- h) "Validation" is a process through which the equipment / System is tested to ascertain its performance against set technical standards as per the requirements of the Cluster Outcomes.

#### 2. ELIGIBLE BIDDER

- a) The Bidder should be a registered legal entity
  - I. In case of Private/ Public Limited companies, following documents to be submitted along with technical bid:
    - Copy of Incorporation certificate issued by the Registrar of Companies
    - Copy of MoA/AoA
  - II. In case of Partnership Firm:
    - Copy of Registered partnership Deed
  - III. In case of Proprietorship firm:
    - Copy of Udyog Adhaar/ Copy GST Registration certificate/ Copy of PAN card
- b) The Bidder, in case of manufacturers shall submit a self-declaration on their letterhead, along

with the Technical Bid, confirming that they are regular in manufacturing & supplying the similar machines, as asked in this tender. Apart from self-declaration any of the following documents to be submitted:

- I. Copy of Udyog Adhaar/ GST registration
  - II. Copy of ISO certification (9001:2015)
- c) The Bidder, in case of Authorized Distributor / Authorized Dealer of shall possess **valid authorized Distributorship/Dealership license/ authorized sales agency ship certificate from Original Equipment Manufacturers**. The Bidder shall enclose the copy of the same in technical bid while submitting the tender. **Bids without the copy of this license/ authorization certificate will be rejected.**
- d) The Bidder should have at least 3 years of experience (as on 1<sup>st</sup> December 2021) in the field of manufacturing/ sale of tendered item, for which the bidder bids. The following documents to be submitted as part of technical bid, to be included along with the Annexure VI.
- I. Copy of purchase orders as proof of years of experience. OR
  - II. Copy of performance certificate as proof of years of experience.
- e) The Bidder should have been awarded and successfully completed at least three works of similar nature in last 3 years (as on 01<sup>st</sup> December 2021). The following supporting documents to be submitted as part of the technical bid:
- I. Copy of work orders issued by the clients.
  - II. Copy of Performance certificate issued by the clients.
- f) Average annual financial turnover during the last 3 years ending 31<sup>ST</sup> March 2022 should be at least 40% of the estimated cost of the respective item against which the bidder has submitted its bid.
- I. The average annual turnover statement duly certified by Chartered Accountant to be included clearly mentioning the UDIN number on the certificate
  - II. Copy of Audit report, Annual report, Balance sheet, Profit & Loss statement to be submitted along with the technical bid for last three consecutive financial years
- g) The Bidder should not have been blacklisted for supply of any item or services by any Government/ Private Agency. Declaration form as per Annexure IX to be submitted along with the technical bid. Additionally, a notarized copy of the declaration as per Annexure IX on stamp paper to be included along with the technical bid.
- h) The bid evaluation will be carried out as a two-stage bidding process. Financial bids of only technically qualified bidders will be opened for financial comparison.

### 3. LOCATION OF SUPPLIES

The details of location where the Equipment/machine(s) supplied through this tender are as under:

S. No.	Location	Address for Supplies
1.	Village Jampara, Mendipathar	Megha Food Cooperative Society, Village Jampara, P.O. Mendipathar, Mendipathar, North Garo Hills, Meghalaya

### 4. SCOPE OF SUPPLIES

- a) The material shall be supplied in compliance to the specifications mentioned in Annexure- I of the tender.
- b) The specifications of the machine as mentioned in the Annexure-I are the minimum requirements of tender, however higher specifications of machine may be considered subject to their cost economics i.e. competitiveness in financial terms.
- c) The unit price quoted by the bidder should be inclusive of all taxes, duties, Packaging, Freight Insurance, Transportation Cost and including all necessary fixtures, fittings, minor civil works etc. that is necessary for the installation and commissioning of the supplied machineries as per list annexed in this document.
- d) **The Technical Bid should include technical specification, manuals, operations manual of the machinery in the Bid. The bunched document shall be super scribed and submitted in a spiral bound or hard bound form with the front page of the document clearly stating “Technical specification, manuals, brochures and operation manual for ..... Machinery of tender No.: SFURTI-I/MGH-MMCS/P&M-002/2022-23.**
- e) After the supply of machine as mentioned in the Annexure I, the bidder must execute its installation & commissioning at the designated site.
- f) The successful bidders shall have to depute expert(s) for installation & commissioning at site as and when instructed by purchaser. No additional charges shall be payable by purchaser, for installation & commissioning of equipment at site.
- g) The supplier will be required to train the local operators, as decided by purchaser for at least 7 days for proper managerial and functional skills during installation & commissioning. The travel boarding lodging costs of the trainer or supervisors deputed by the bidder for the purpose will have to be borne by the successful Bidder only.
- h) Training should cover the machine’s operations, maintenance, information about Do’s &

Don'ts as well as trouble shooting & all other areas which are necessary for smooth functioning of machine shall be provided to at least two persons designated by purchaser, at site, by the bidder.

- i) The successful bidder should complete the supply, erection, commissioning within 60 days from the date of receipt of Purchase Order.

## **5. SPECIFICATIONS:**

- a) Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. The Bid, which is not as per our tender enquiry, will be treated as non-qualified. The Purchaser has the sole discretion to accept or reject tenders based on technical specifications.
- b) The supply shall be of very best quality and description. The decision of the purchase officer/purchase committee whether the articles supplied conforms to the specifications shall be final.

## **6. DELIVERY**

- a) The purchaser is interested in complete delivery of machine by the bidder within sixty (60) calendar days from the date of issue of supply order. However, the bidders have an option to submit the best delivery time before 60 days. Under any circumstances, delivery should not be made without receipt of delivery instructions from Secretary, MENDIPATHAR MULTIPURPOSE COOPERATIVE SOCIETY (MMCS).
- b) The material shall be inspected at works and bidder shall be responsible for any damage during the transit of machine/ equipment to place of delivery as given in delivery instructions.
- c) The bidder shall not arrange part shipments and/or trans-shipments without the permission of purchaser. The insurance cover including insuring the goods against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery/Installation & Commissioning shall be obtained by the bidder in his own name and not in the name of purchaser.

## **7. WARRANTY/ AFTER SALES SERVICES**

- a) The equipment shall be warranted for any manufacturing defect for a period of 24 months

from the date of successful completion of installation and commissioning at site.

- b) Should any part or parts fail or proved defective within the period specified above, owing to defect in design, material or workmanship, the supplier will have to replace them at the place of installation free of all charges.
- c) During the warranty period, expert(s) shall be deputed at site by the awarded unit/ entity whenever found essential and which cannot be undertaken locally or by the Purchasers experts including rectifying any defect/malfunctioning of plant & machinery. The cost of deputation of expert(s) and any other associated expenditure shall be borne by the awarded unit/ entity.

## **8. MANUALS & TECHNICAL DOCUMENTS**

The awarded unit/ entity shall provide technical documents like installation manual, operation, and maintenance manual etc along with the equipment at the time of supply in English language in three copies for each item of equipment. Two copies to go with the consignment, one copy to be forwarded to MMCS office.

## **9. TENDER DOCUMENT**

At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum/corrigendum. The prospective bidders are advised to remain in touch with the MMCS Office for any update in respect of this tender. Any addendum/ clarification/ corrigendum issued by the Purchaser shall be considered as part of the Tender document.

## **10. AUTHORIZATION FOR SUBMISSION OF TENDER**

- a) The original and all copies of the bid shall be signed and stamped by the entity submitting the bid.
- b) The person signing the tender form or any other documents on behalf of the Bidding entity shall be deemed to warrant that he has authority to bind the Bidder. If it subsequently comes to light that the person so signed had no authority to do so, the purchaser may without prejudice to any other civil & criminal remedies cancel the tender and hold the Bidder liable

for all costs, charges and damages.

## 11. SUBMISSION, SEALING & MARKING OF TENDER

- a) The bidder should examine all instructions, forms, terms, and specifications in the tender documents and should furnish with its bid all documents or information as required by bidding document.
- b) The language for all the correspondence and documents related to the tender shall be in English only. Moreover, the printed literature/technical details for the machine shall also be in English.
- c) Bid documents should be submitted as per the sequence with Index page and page numbers (including technical literature). Each page of the bid should be signed & stamped in original. Unsigned bids will not be considered for evaluation. Each point of Envelope-I must be enclosed with the technical bid.
- d) The tender must be placed in a properly sealed bigger envelope addressed to The Secretary, MENDIPATHAR MULTIPURPOSE COOPERATIVE SOCIETY, P.O. MENDIPATHAR, NEAR MENDIPATHAR BAZAAR, NORTH GARO HILLS, MEGHALAYA - 794112 and the said bigger envelope shall contain two sealed envelopes containing Technical & Financial bids. The bigger envelope must be super-scribed "Tender for the Supply/installation/commissioning of Machinery & Equipment for Oyster Mushroom Cluster at Village Jampara, Mendipathar, North Garo Hills, Meghalaya" with tender inquiry number and its due date. The two sealed envelopes inside the bigger envelope must be super-scribed as:

**Envelope No-1:** *The said envelope is for technical bid & shall be super- scribed as "Tender for the Supply, Installation, Commissioning of Machinery & Equipment for Oyster Mushroom Cluster at Village Jampara, Mendipathar, North Garo Hills, Meghalaya - **Technical Bid**"*

**Envelope No-2:** *The said envelope is for financial bid & shall be super- scribed as "Tender for the Supply, Installation, Commissioning of Machinery & Equipment for Oyster Mushroom Cluster at Village Jampara, Mendipathar, North Garo Hills, Meghalaya - **Financial Bid**"*

- e) If both or either of the envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- f) All the columns of the tender shall be duly, properly, and exhaustively filled in. Any



- cutting/over writing etc. in the tender must be signed by the person who is signing the tender.
- g) Tenders received in open covers/ letters/ fax/ email will not be considered.
  - h) The bidder shall seal the original and the duplicate copy of the bid in separate envelopes, duly marking the envelopes as “Original” and Duplicate” respectively. These envelopes shall then be sealed in an outer envelope. (In case more than two copies are required as per specific stipulation in the Schedule of Requirements, the copies of the bids shall be marked accordingly, like “Original”, “Duplicate”, “Triplicate” and so on. Each copy of the bid shall be sealed in a separate envelope, and these envelopes shall then be sealed in an outer envelope).
  - i) The Financial Bid should be sealed in a separate envelope.
  - j) The inner and outer envelopes shall be:
    - i. addressed to the Mendipathar Multipurpose Cooperative Society at the address given in the Clause 11(d)
    - ii. bear the TENDER NUMBER and the words “DO NOT OPEN BEFORE .....” (The time and date of bid opening, as specified in the Clause 14 shall be indicated here).
    - iii. Each inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “Late” or if the tender is cancelled.
    - iv. If the outer envelope is not sealed and marked as required, MMCS will not assume any responsibility for the bid’s misplacement or premature opening.
    - v. Bids sent by Telegram, Telex, cable or facsimile are not acceptable and will be rejected.

## 12. FORMAT AND SIGNING OF BIDS

- a) The bidder shall prepare three copies of the technical bid (one original and two duplicate), clearly making them “Original Bid” and “Duplicate copy of Technical Bid” respectively. In the event of any discrepancy between them, the original shall govern.
- b) The original and the copy of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- c) Any interlineations, erasures or overwriting in the bid shall be valid only if they are initialed by the person or persons signing the bid.
- d) The front page of the bidding documents, containing the signature and date of the officials dispatching the documents and the seal of that office must be written in original by the bidder

along with the original copy of the bid, failing which the bid is liable to be rejected.

**e) PRICE BID TO BE SUBMITTED SEPARATELY AND IN ORIGINAL ONLY.**

**13. FINANCIAL BID SUBMISSION**

- a) Bidder shall take into account of all costs including Taxes, Duties, Packaging, Freight and Transportation Cost.
- b) The “Price of Machinery & Equipment after Taxes & Duties” shall remain firm & inclusive of all costs involved for the delivery to the destination (as detailed at Clause 4 “Scope of Supplies” of this tender),
- c) No extra payment or revision of “Price of Machine after Taxes & Duties” shall be accepted on account of any discrepancy in nomenclature of the item. The Bidder is advised to seek clarification, if any, desired before submitting the tender.
- d) No representation for the revision of the quoted “Price of Machine after Taxes & Duties” shall be considered till the supplies are completed to the designated location.

**14. LAST DATE OF SUBMISSION OF TENDER**

- a) The tender should reach either the office of THE SECRETARY, MENDIPATHAR MULTIPURPOSE COOPERATIVE SOCIETY, P.O. MENDIPATHAR, NEAR MENDIPATHAR BAZAAR, NORTH GARO HILLS, MEGHALAYA - 794112 or INDIAN INSTITUTE OF ENTREPRENEURSHIP, NEAR GAMES VILLAGE, LALMATI, GUWAHATI – 781029, ASSAM by Courier or Registered Post or hand delivery not later than 1400 hrs on 17<sup>th</sup> September 2022.
- b) The purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Tender Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. The prospective bidders are advised to remain in touch with the Secretary, Mendipathar Multipurpose Cooperative Society, NGH, Meghalaya office for any update in respect of their tender.
- c) The purchaser shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late and rejected.

## 15. TENDER DOCUMENT FEE

- a) Tender document may be purchased on payment of non-refundable fee of INR 1500.00 per set in the form of account payee demand draft/ cashier's cheque, drawn on a scheduled commercial bank in India, in favor of Mendipathar Multipurpose Cooperative Society, payable at Mendipathar.
- b) The tender document fee can also be paid in form of demand draft drawn in favor of, **“Mendipathar Multipurpose Cooperative Society, Mendipathar, North Garo Hills, Meghalaya”** and be enclosed along with the bid in a separate envelope enclosed within the Original technical bid document, if using downloaded tender documents from the web site mentioned. Tender Document can be downloaded from [www.mbda.gov.in/northgarohill.gov.in](http://www.mbda.gov.in/northgarohill.gov.in) or [www.iie.gov.in](http://www.iie.gov.in).

## 16. PRE-BID QUERIES

Any queries related to this tender may be addressed only through email to [mmcsmushroom@gmail.com](mailto:mmcsmushroom@gmail.com) with a copy to [iietender2021@gmail.com](mailto:iietender2021@gmail.com) by 07.09.2022. No query will be accepted after the said date. It is advised that all interested bidders to send their queries via email duly mentioning their company name, contact details including email address within the stipulated time.

## 17. PRE-BID MEETING

The Bidder(s) or his designated representative are invited to attend a “Pre-Bid Meeting” which will be held online via zoom link on 08.09.2022 at 1100 hrs. It is expected that a Bidder shall not depute its representatives to attend the meeting physically. Zoom link with the interested bidders will be shared via email. Interested bidders are requested to kindly send an email by 07.09.2022 to [mmcsmushroom@gmail.com](mailto:mmcsmushroom@gmail.com) with a copy to [iietender2021@gmail.com](mailto:iietender2021@gmail.com) to receive the link for pre-bid meeting.

## 18. OPENING AND EVALUATION OF TECHNICAL BIDS

- a) The technical bid of tenders will be opened in front of the Tender committee either at IIE Guwahati, Lalmati, Near Games Village, Guwahati, Assam on 17.09.2022 at 1500 hrs. The

exact location for opening of the bids shall be informed to bidders via email two days in advance to date of bid opening.

- b) The tenders received upto 17.09.2022 By 1400 hrs will be taken up for opening. Tenders received after specified date and time will not be accepted. The Tender will be opened through video conferencing (for which link will be shared with tenderers) by the Tender committee on 17.09.2022 at 1500 hrs in the presence of the available Tenderers/representatives of the Tenderers who choose to be present. The Tenderers or their authorized agents are allowed to be present online at the time of opening of the tenders.
- c) Tender committee will inform the attested and unattested corrections before the Tenderers and sign all such corrections in the online presence of the Tenderers. If any of the Tenderers or agents is not present then, in such cases the Committee will open the tender of the absentee Tenderer and take out the unattested corrections and communicate it to them. The absentee Tenderer should accept the corrections without any question whatsoever.
- d) The Technical bid will be evaluated by Tender Committee in terms of the qualification Criteria. Tender Committee reserves the right to disqualify any of the tender if is not satisfied with the documents furnished.
- e) The Tenderers declared as qualified will be informed on the date of opening of Part-II (Price Bid).

## 19. DOCUMENTS TO BE INCLUDED IN TECHNICAL BID

Envelope 1 to be clearly marked as – ORIGINAL - “Tender for the Supply, Installation, Commissioning of Machinery & Equipment for Oyster Mushroom Cluster at Village Jampara, Mendipathar, North Garo Hills, Meghalaya - **Technical Bid**”.

The Envelope should contain all documents (in original)

Envelope – 1 (Following documents to be provided)		
S. No.	Documents	Content
1.	Technical Bid	Checklist as per <b>Annexure –I</b>
2.		Details of Machinery & Equipment <b>Annexure – II</b>
3.		Details/ Particulars of The Tenderer/ Bidder <b>Annexure -III &amp; III-A</b>
4.		Manufacturer’s Authorization Letter as per <b>Annexure-IV</b>
5.		Self-declaration Sheet as per <b>Annexure – V</b>
6.		Reference Purchase Order copy. List of Organization/ Dept. as per <b>Annexure-VI</b>
7.		Certificate of Guarantee/Warranty (on letter head) – <b>Annexure VII</b>

8.	Mandate Form for Electronic Fund Transfer / RTGS Transfer as per <b>Annexure-VIII</b>
9.	Undertaking for blacklisting <b>Annexure -IX</b>
10.	Self-declaration for unconditional acceptance – <b>Annexure-X</b>
11.	The tenderer shall submit the copy of the tender document and addendathereto, if any, with each page to be signed and stamped to confirm the acceptance of the entire term & conditions of the tender.
12.	Financial statements with net profit, duly audited/ certified by Chartered Accountant (CA) of the last three financial years along with the copies of Income Tax Return (ITR) must be enclosed with the technical bid.
13.	<b>The tenderer should furnish the brochure, equipment pictures, detailed specifications, technical and operational manual of the P&amp;M he is bidding for.</b>

### **THE TECHNICAL OFFER SHOULD NOT CONTAIN ANY PRICE INFORMATION**

#### **20. OPENING OF FINANCIAL BIDS**

- a) The Financial Bid of the tenderers whose technical bid found qualified, will be opened in front of the Tender committee at IIE Guwahati, Lalmati, Near Games Village, Guwahati, Assam post finalization of the technical evaluation. The date and time of opening of financial bids shall be informed to shortlisted/ qualified bidders via email.
- b) The Bidder or their authorized representative (One person only) may be present physically or online at the time of opening of the tender.

#### **21. VALIDITY OF TENDER**

- a) The tender shall be valid for a period of 180 days from the date of opening of the Technical Bid of tender. Terms and financial details submitted in the bid shall be treated as firm during the said period of 180 days.
- b) In exceptional circumstances, prior to the expiry of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.

#### **22. EVALUATION OF FINANCIAL BIDS**

- a) If there is discrepancy between the amounts quoted in Financial Bid in the column “Unit Price of Machine after Taxes & Duties” and the amount reflected in column “Total price of Machine(s) after Taxes & Duties” which the multiplication of quantity is offered for supplies with “Unit Price of Machine after Taxes & Duties”, the lower of the two shall prevail. Accordingly, the Total price of Machines after Taxes & Duties shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price / total price, in which case the line-item total as quoted shall govern and the unit price shall be corrected.
- b) If there is an error in a total corresponding to the addition or subtraction of sub totals, the lower of the subtotals and the total shall prevail.
- c) If there is a discrepancy between words and figures, the lower of the two amounts shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- d) To assist in the examination, evaluation, comparison of the bids and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser’s request for clarification and the response shall be in writing only.
- e) If the Bidder does not provide clarifications of its bid by the date and time set in the Purchaser’s request for clarification, its bid may be rejected.
- f) The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to supply order, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically Bid document shall be promptly returned to the Bidders.
- g) The competitiveness of bid for the machine shall be made on price on destination basis in the evaluation of “Unit Price of Machine after Taxes & Duties”. Destination is Megha Food Cooperative Society, Jampara, Mendipathar, North Garo Hills, Meghalaya.
- h) The Purchaser shall compare the “Unit Price of Machine after Taxes & Duties” of all the responsive bids to determine the lowest bid.
- i) The Bidder to quote the price inclusive of all the seen or unseen cost like loading, unloading, transportation, transit insurance, labour charges, control panel if any etc., besides, a Protection Shed/Shed with Iron Frame Structure, CGI Prepainted Galvanised roofing, with Concrete Base of appropriate strength to withstand wind load, rain, vibration of the engine may be also included for the same to protect the Generator.

- j) The bidder shall note that they are supposed to issue the invoice indicating the Price of machine inclusive of Taxes & Duties as quoted in the Commercial Offer at the time of delivery. The Purchaser shall pay total amount all-inclusive at the time of delivery.
- k) The Purchaser is authorized to ask the evidence from bidder to counter-check that the taxes & duties, as claimed by the bidder at the time of issue of invoice after the supply of machines, have been paid to the government.

### **23. DELIVERY TIME**

- a) The bidder shall indicate the period within which the ordered quantity will be supplied. The bidder shall note that in case bidder fails to supply within the period of delivery indicated by the bidder in technical bid of this tender or within 15 working days of issue of Delivery Instructions by the purchaser, whichever is later:
  - i. a penalty @1% of value of the order per week of delay subject to maximum of 5% would be levied subject to maximum 4 weeks. It means, the bidder shall have the liability of delayed supply to the maximum of 4 weeks after expiry of scheduled delivery date. After that the supply order shall be cancelled and bidder will be debarred/ blacklisted from participation in any future tenders for a period of three years.
- b) The successful Bidder shall, within a week from the date of receipt of communication of acceptance of quotes from purchaser shall intimate his acceptance of the order. The successful bidder shall complete supplies strictly as per the accepted delivery period.

### **24. PAYMENT**

- a) 40% of Contract value will be paid on execution of agreement by the purchaser as advance, against bank guarantee (As per Annexure - XII) from a scheduled commercial bank on execution of agreement. The Tenderer should produce Bank guarantee for the amount equal to 110% of the advance amount, which should be valid for a minimum period of 12 months. If necessary, the bank guarantee should be extended for the required period as requested by the IA.
- b) If the contract is terminated due to non- performance or default of the contractor, the advance shall be deemed as an interest-bearing advance subject to an interest rate of 10% per annum.
- c) 50% of the Contract value will be paid by the purchaser by crossed account payee cheque

/RTGS/NEFT on delivery and installation of the machinery including submission of following documents:

- i. Signed commercial Invoice-two copies certifying that the goods are exactly as per the purchase order and the specification quoted.
  - ii. One copy to the Secretary MMCS, Mendipathar, NGH, Meghalaya office of the supply order.
  - iii. Proof of delivery of the consignment at the address provided in clause 3.
  - iv. Packing list two copies duly signed.
- d) 10% of the Contract Value will be paid only after successful completion of performance test and close of the entire contract.

## **25. PERFORMANCE SECURITY TOWARDS DEFECTS LIABILITY**

- a) Performance Security either in the form of Bank Guarantee (BG) from a scheduled commercial bank or Demand Draft (DD) on the prescribed format (As per Annexure - XIII) @ 3% of order value in favor of Secretary, Mendipathar Multipurpose Cooperative Society, Mendipathar, NGH, Meghalaya towards performance of the contract (Purchase Order) shall be required to be submitted by the party after successful installation of the project at site.
- b) The Performance security in form of Bank Guarantee) from a scheduled commercial bank should be valid for a period of 60 days beyond the completion of all contractual obligations of the supplier including warranty.
- c) The Performance security shall be forfeited and credited to the Purchaser in the event of breach of contractual obligation by the supplier, in terms of relevant contract.

## **26. CAUSES OF REJECTION OF TENDER**

- a) While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected.
- b) If any Bidder stipulates any condition of his own, such conditional tender is liable to be rejected.

## **27. AWARD OF CONTRACT**

The bidder who has quoted lowest price (L1) will be invited for negotiations. After finalizing the



negotiated rate, Letter of Acceptance will be issued.

## **28. ISSUE OF PURCHASE ORDER**

After successful execution of the agreement, Purchase Order will be released to the tendered item within 10 days by the Implementing Agency (IA). The successful tenderer should complete supply, erection and commissioning of the machineries as stipulated in the Annexure I of this tender document.

## **29. TERMINATION OF THE CONTRACT**

Mendipathar Multipurpose Cooperative Society, Mendipathar, NGH, Meghalaya reserves the right to terminate the contract at any time during the validity period on account of no-fulfilment of contract, on any count.

## **30. GENERAL TERMS & CONDITIONS**

- a) The tenderer/bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted engaged in manufacturing /marketing of production machines /equipment's (copy of registration of firm to be attached).
- b) The Bidder should not have been blacklisted by the Depts./Ministries of the Govt. of India/State Govt. /PSUs (A declaration must be submitted).
- c) Interested bidders who wish to participate in the tender shall pay Rs. 1500/ (Rupees One Thousand Five Hundred only) as Tender Fee in the form cheque or Demand Draft (valid for 90 days) drawn in favour of 'Mendipathar Multipurpose Cooperative Society' payable at Mendipathar from any Nationalized /scheduled bank or through NEFT/RTGS.
- d) Tender Fees shall be placed in a sealed Envelope 1 super scribed as "Tender Fees" with name of machine (s)/ section bided for.
- e) The Bidder should submit duly filled check list of technical bid (Annexure 1) along with supporting documents and catalogues of machines quoted in the envelope of technical bid.
- f) The Bidder should carefully examine the layout of the proposed facility, specifications and ground water testing report (included as annexure to the tender document) while submitting their bids for respective units.
- g) The prices quoted must be inclusive of all taxes, cost of software, training /machine demonstration, loading & unloading, transport insurance (wherever applicable) and

transportation charges to deliver the equipment/machine at address given above.

- h) Submitted bids should be valid for at least 180 days
- i) The successful Bidder should supply machines within 60 days of placing the purchase order.
- j) Successful Bidder has to set up and demonstrate equipment before that the delivery would not be deemed to be complete.
- k) In case the bid is being submitted by authorized agent of the principal manufacturing company, the authorized sales agency ship certificate from the principal should be furnished along with the quotation. **Bids without this authorization certificate will be rejected.**
- l) The quotation should include comprehensive warranty for at least 2 years and one-year free service.
- m) Special discount/rebate wherever admissible keeping in view that item is being procured for farmer welfare/ livelihood support system may please be indicated.
- n) Bidders should attach the relevant brochure/leaflet for the models/options quoted.
- o) Bidders should attach users list with their contact details.
- p) Necessary certificate should be enclosed by the bidder in case of proprietary nature of the quoted item.
- q) Incomplete and conditional submitted tenders would be summarily rejected.
- r) Late/delayed tenders received at the venue mentioned above due to any reason, whatsoever, will not be accepted under any circumstances.
- s) The Bidder shall bear all costs associated with the preparation and submission of its Bid. MMCS shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.
- t) The Bidder should sign (not initials) at each page of the technical and financial bid documents and all its annexures. No page should be removed/ detached from the tender document.
- u) In case two or more agencies are found to have quoted the same rates, the competent authority ie. MMCS shall decide about the agency to which the offer shall be granted based on the past credentials/ report on the past performance of the firm, and length of experience etc. The decision of the competent authority ie. MMCS shall be final and binding, and no communication in this regard will be entertained.
- v) Any notice regarding any problems, to the supplier shall deemed to be sufficiently served, if given in writing at his usual or last known place of business
- w) The Tender Committee reserves the right to reject any or all the tenders without assigning any reason thereof.
- x) The item of supply tendered shall be new and in any circumstances old, refurbished or second-

hand machines/equipment/components will not be accepted.

- y) The Tender Committee reserves the right to reduce or enhance quantity of item of supply without assigning any reason thereof.
- z) The Tender Committee reserves the right to cancel the entire supply or part of supply, if the supply made is found to be not in terms of the tender conditions, at any stage of contract execution. In case of part cancellation or return of machine/components, the transport and other incidental expenses shall be borne by the supplier.
- aa) The Tender Committee reserves the right to relax or waive or amend any of the tender conditions.

### **31. ARBITRATION**

- a) In case of any dispute in the tender, including interpretation, if any on the clauses of the tender or the agreement to be executed, the matter shall be referred by Mendipathar Multipurpose Cooperative Society, Mendipathar, NGH, Meghalaya /Tenderer to an Arbitrator to be appointed by the Parties hereto by mutual agreement. If no such Arbitrator could be appointed by mutual consent, the matter may then be referred to the competent authority IIE Guwahati for nominating an Arbitrator, the Arbitration proceedings being governed by the Arbitration and Conciliation (Amendment) Act 2015.
- b) The venue of the Arbitration shall be at the Office of IIE Guwahati. The decision of the Arbitrator shall be final and binding on both the parties to the Arbitration.
- c) The Arbitrator may with the mutual consent of the parties, extend the time for making the award. The award to be passed by the Arbitrator is enforceable in the court at Guwahati only.

### **32. CLAIMS**

If the material supplied are found to be of description different than those in the accepted offer and are of specifications lower than those stipulated in the accepted offer, the purchaser shall have right to totally reject the machine/ equipment and/or to claim for compensation from bidder. The bidder shall reimburse to purchaser, the claim lodged in writing within 15 (fifteen) days of its demand. The Bidder shall also compensate for losses, if any, sustained by purchaser due to defective packing and/or wrong marking of the machine/ equipment.

**33. ADDRESS FOR COMMUNICATION**

All the communication with respect to the tender shall be addressed to: The Secretary, MENDIPATHAR MULTIPURPOSE COOPERATIVE SOCIETY, P.O. MENDIPATHAR, NEAR MENDIPATHAR BAZAAR, NORTH GARO HILLS, MEGHALAYA - 794112

**34. JURISDICTION OF THE COURT**

Any dispute arising out of non-fulfilment of any of the terms and conditions of this Tender/Agreement or any other dispute arising out of the arbitration award will be subject to the jurisdiction of the Courts in Guwahati only.

*We confirm with our acceptance to the instructions (S. No-1 to 32 above) as given above.*

**BIDDER'S NAME & SIGNATURE WITH SEAL**

*These duly signed "Instructions to the Tenders" as under shall be attached with technical bid of the tender as a mark of acceptance of bidder and any tender not confirming the instructions as under is liable to be rejected.*

**ANNEXURE I****FORMAT FOR TECHNICAL BID OF TENDER NO. SFURTI-I/MGH-MMCS/P&M-002/2022-23****DATED 02.09.2022**

**TENDER SUBMITTED FOR SUPPLY, INSTALLATION, ERECTION & COMMISSIONING OF  
MACHINERY & EQUIPMENT FOR OYSTER MUSHROOM CLUSTER AT VILLAGE JAMPARA,  
MENDIPATHAR, NGH, MEGHALAYA**

<b>S. No.</b>	<b>Description of Requirement</b>	<b>Enclosed</b>	<b>Enclosure No.</b>
1.	Whether the firm is registered with proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted engaged in manufacturing /marketing of production machines /equipment	Yes/ No	
2.	Undertaking from the Bidder as per Annexure – II	Yes/ No	
3.	Details/ Particulars of The Tenderer/ Bidder as per Annexure - III	Yes/ No	
4.	Details of machinery/ Equipment Bidder is bidding for as per Annexure – III-A	Yes/ No	
5.	Manufacturer’s Authorization Letter as per Annexure- IV	Yes/ No	
6.	Self-Declaration Sheet as per Annexure- V	Yes/ No	
7.	Undertaking in form of Affidavit by the bidder that he /she has not been blacklisted by the Depts./Ministries of the Govt. of India/State Govt./PSUs as per Annexure - IX	Yes/ No	
8.	Self-declaration regarding unconditional acceptance of the Tender on the Letter Head as per Annexure – X	Yes/ No	
9.	Certificate of Guarantee/Warranty (on letter head) as per Annexure - VII	Yes/ No	
10.	Copies of Balance Sheet and Income Tax Return for last 3years duly certified by CA	Yes/ No	
11.	Copy of Registration Certificate of the firm	Yes/ No	
12.	Copy of PAN/TAN/GST issued by Income Tax Dept.	Yes/ No	
13.	Copy of Partnership deed, if applicable	Yes/ No	

14.	Details of other organizations where similar machines have been supplied (copy of work orders to be attached) as per Annexure - VI	Yes/ No	
15.	Scanned copy of the Tender Fees along with the bid document. It is required to submit the same in original in a separate sealed envelope along with the bid at the following address on or before closing date: <b>Mendipathar Multipurpose Cooperative Society, Mendipathar, North Garo Hills, Meghalaya</b>	Yes/ No	
16.	Technical specification of the machine including brochure, equipment pictures, detailed specifications, technical and operational manual of the machine he/ she is bidding for	Yes/ No	
17.	Financial Bid proforma/quotation completed and sealed in a separate envelope	Yes/ No	
18.	Mandate Form for Electronic Fund Transfer / RTGS Transfer as per Annexure - VIII	Yes/ No	

**Declaration of the Tenderer: -**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Tenderer with seal)

Name:

Seal:

Place:

Date:

Office Address:

**DETAILS OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS OF MACHINE**

S.No.	Name of Machinery	Specifications	Quantity
1.	Backup generator	Backup Diesel generator of minimum 200 kVA , silent type <75 dBA Kirloskar/Cummins or equivalent engine with complete electrical panels Complete Electrical backup System including all accessories	1

**Note:**

- a) The estimated cost of the machinery is ₹ 12.00 lakhs.
- b) The unit price quoted for the machine should be all inclusive of taxes, duties, transportation, installation, commissioning, and trial runs.
- c) The aspects mentioned above must be noted while submitting bid for the above-mentioned plant and machinery / equipment.
- d) Bidders to provide the make and model no. of machinery/ equipment bidding for.
- e) All machines / equipment should be compatible with 220 V Single Phase, 415 V Three Phase - 50 cycle per second supply. Electrical wiring for interconnection of the machines up to main supply wherever necessary should be supplied along with machines.
- f) In case foundation of the machine is required for installation, necessary foundation bolts, pads, washers etc. should be supplied along with foundation drawing.
- g) All machines should be supplied with electrical, raw material handling and finished material packing arrangement along with working tools.
- h) List out the technical specification, additional equipment required, for smooth running of the project.
- i) All machines should be complete and ready for production of stated capacity and should be supplied with operation and maintenance manual.
- j) All accessories and consumables in all respects to be provided to run the machine smoothly. Please provide complete set of technical brochures and details of operation.

**ANNEXURE II**  
**UNDERTAKING FROM THE BIDDER ON ITS LETTER HEAD**

To,  
The Secretary  
Mendipathar Multipurpose Cooperative Society  
Mendipathar, NGH, Meghalaya

Subject: Undertaking for the participation in the tender No. SFURTI-I/MGH-MMCS/P&M-002/2022-23 dated 02.09.2022 due for opening of technical bid on 17.09.2022.

Sir,

HAVING EXAMINED AND PERUSED THE FOLLOWING DOCUMENTS

1. Notice Inviting Tender
2. Instruction to The Tenderer
3. Technical Specifications of machines (Annexure-I)
4. Annexure – III & III-A (Technical Bid)
5. Annexure – IV & V (OEM authorization & Self declaration, if applicable)
6. Annexure – VI (Similar work experience)
7. Annexure – XI (Financial Bid)
8. Annexure – VII (Guarantee)
9. Annexure - IX (Non-Blacklist)
10. Annexure - X (Unconditional acceptance)

I/We .....do hereby submit the above tender in prescribed formats duly completed in all respects in accordance with the conditions applicable. If this tender is accepted, I/We agree to abide by and fulfill all the terms and conditions in the tender documents.

I/We hereby distinctly and expressly declare and acknowledge that before the submission of this tender, I/We have carefully followed the instructions and I/We have understood the existing system of supply at the location(s) of purchaser including the scope and nature of duties expected from the Bidder.

I/We distinctly agree that I/We would hereafter make no claim or demand upon the purchaser based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my/our part of the said stipulations, restrictions and conditions.



I/ We declare that our unit has never made any default in supplying the machine/ equipment to Government / Semi Government/ Central or State Public sector enterprise(s) in terms of quality and financial agreed supply conditions.

Any notice required to be served on me/us shall be sufficiently served on me/us by post (registered or ordinary) or courier or left at my/our address furnished herein.

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I/We fully understand the terms and conditions in the tender documents.

I/We understood that the purchaser is not bound to accept any proposal that it may receive without assigning any reason.

Dated this.....day of ..... 2022

Authorized Signatory  
Seal

**ANNEXURE III****DETAILS/ PARTICULARS OF THE TENDERER/ BIDDER**

*(Please fill in all details profile will be used technical evaluation and is part of the eligibility)*

<b>S.No.</b>	<b>Particulars</b>	<b>Information</b>
<b>1.</b>	Name of the firm/ Company/ Entity	
<b>2.</b>	Registered and correspondence address of the Firm/ Company/ entity	
<b>3.</b>	Type of company (Pvt. Ltd./ Public Ltd./ Partnerships Firm). Attach Documentary evidence/ Year of establishment	
<b>4.</b>	Name of owner of firm/company	
<b>5.</b>	PAN No. (Attach a copy thereof)	
<b>6.</b>	GST No./TAN no (Attach a copy thereof)	
<b>7.</b>	Whether blacklisted by Government Department, public sector, quasi-Government undertaking (as per Annexure -IX)	
<b>8.</b>	Financial Status of the Company/ bidder (attach an original certificate issued by the CA clearly specifying UDIN number)	
<b>9.</b>	Contact person with designation, mobile and landline number, E-mail ID, Fax no. and website.	
<b>10.</b>	Experience for supply of job and equipment's to Government and other institutions.	
<b>11.</b>	Details of Demand Draft (Tender Fee)  Or Details of IMPS/NEFT/RTGS clearly mentioning the date and reference number (attach the copy of payment)	DD. _____ Dated _____  Bank Name _____ drawn in favour of Megha Food Cooperative Society, Mendipathar, NGH, Meghalaya) at SBI Mendipathar (to be submitted with technical Bid hard copy)
<b>13.</b>	Last 3 years audited balance sheet (attach duly certified copies from CA)	
<b>14.</b>	Last 3 years tax assessment certificate (attach requisite certified copies)	

15.	Warranty Period (Not less than two year)	
16.	An affidavit duly certified by notary that the partners/firm or sole proprietor or company has never been blacklisted or change the name of firm	
17.	An affidavit duly certified by notary that the partners/firm or sole proprietor or company is/are not involved in any police case/vigilance enquiry pending or never punished by Honorable court	

**Documents - Details to be enclosed with the technical bid by bidder are as under:**

- a) In case the bidder is Original Indian Equipment Manufacturer, the bidder to submit a self-declaration on their letterhead, confirming that they are regular in manufacturing & supplying the similar machines, as asked in this tender.
- b) In case the bidder is Authorized Distributor of Indian OEM / Authorized Dealer of Indian OEM, the bidder to attach self-certified valid authorized Distributorship / Dealership license from Original Equipment Manufacturer who shall be engaged in regular manufacturing and supply of similar machine.
- c) Undertaking as per Annexure-IX on official letterhead.
- d) Undertaking as per Annexure-IX on 100-rupee stamp paper, duly notarized.

Duly signed all pages of "Instructions to Tenderers" of the tender document as a mark of acceptance.

- e) Technical Literature of machine(s) with particular reference to the model of machine proposed to supply against this tender along with reference of website to assess the further features, if required.
- f) Self-attested copy of valid GST registration.
- g) Self-attested copy of valid PAN.
- h) The Bidders shall furnish complete technical details of machine/ equipment/ material for the machine offered to supply through the participation of this tender (use separate sheet, if required, to elaborate the details of technical specifications such as Measuring Range/Size, Least Count/Resolution, Accuracy, Materials used, Accessories, Tools, Spares etc.)

- i) To submit all supporting information with respect to the technical data, drawings or booklets of product. Any product brief, test certificates available may be enclosed.

I/We as bidder certify that:

- a. The tender shall remain valid for acceptance for 180 days from the date of opening the Technical Bid of the tender.
- b. Agree to offer services for warranty on the machine(s) supplied through this tender.
- c. Agree to impart onsite training to the designated personnel of purchaser for stipulated no. of working days decided in consultation with the tenderer.
- d. No price of any Machine/ Equipment/ Spares/ Accessories is given in Technical Bid.
- e. All above machines & equipment are provided with strong base/ safety features/ curtains/ enclosures, etc. wherever applicable.
- f. All consumables, electrical and electronic parts of the product conform to international standard(s).

**Name & Signature of the authorized bidder with stamp**

**Contact details of the bidder signing the tender**

Name.....  
Designation.....  
Phone (office).....  
Phone (Mobile).....  
E mail.....

**ANNEXURE III-A****DETAILS MACHINERY/ EQUIPMENT BIDDER IS BIDDING FOR**

*(Please fill in all details. Same will be used technical evaluation and is part of the technical eligibility)*

TECHNICAL BID				
Name of the Company/ Firm				
Address of Correspondence (1)		R.O.		
Address of Correspondence (2)		Factory/ Godown		
Contact Person's Details		Name		
		Designation		
		Phone No.		
		Email Address:		
S. No.	Item name	Manufacturer & Model No.	Specifications	Enclosures/ Pg. No.
1	<b>Backup generator</b>			

**Note:**

- Enclosures must include product brochure/ photograph of the machine.

**(Signature of the Tenderer)**

Name:

Seal of the Company

**ANNEXURE IV**

**FORMAT FOR MANUFACTURER'S AUTHORISATION LETTER TO AGENT**

(On letter head of the Manufacturer)

Ref. No. ....

Date:

To,  
Secretary,  
Mendipathar Multipurpose Cooperative Society  
Mendipathar, NGH, Meghalaya

**Sub.: Authorization Letter**

Dear Sir,

We, ..... who are established and reputed manufacturers/Suppliers of ..... having factory at ....., hereby authorize M/s..... (name & address of Indian distributor /agent) to bid, negotiate and conclude the order with you for the above goods manufactured by us. We shall remain responsible for the tender / contract / agreement negotiated by the said M/s. ...., jointly and severally. We ensure that we would also support / facilitate the M/s..... on regular basis with technology / product updates for up-gradation / maintains / repairing / servicing of the supplied goods manufactured by us, during the warranty period. In case duties of the Indian agent/ distributor are changed or agent/ distributor is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new Indian Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Indian Agent /distributor.

Yours faithfully,

[Name & Signature]

for and on behalf of M/s. ....[Name of manufacturer]

**Note:**

- a. This letter of authorization should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.
- b. A copy of notarized power of attorney should also be furnished.
- c. Only manufacturer(s) or their sole authorized distributor/ agent are eligible to bid.
- d. Authorization letter in the prescribed format (Annexure – IV) from Original Equipment Manufacturer (OEM) in favour of authorized Agent to bid / negotiate / conclude the order against this tender, must be enclosed with technical bid.

**ANNEXURE-V**  
**SELF DECLARATION SHEET**

*(On the letter head)*

We, hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

This is further certified that our organization has been authorized (Copy attached- as per Annexure IV) by the OEM to participate in Tender.

We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology/product updates and extend support for the warranty.

Phone	
Fax	
E-mail	
Contact Person Name	
Mobile Number	
GST Number	

**(Signature of the Tenderer)**

Name:

Seal of the Company



**ANNEXURE-VI**

**LIST OF ORGANIZATION/ DEPARTMENT WHERE SIMILAR ITEM HAS BEEN SUPPLIED IN PAST**

<b>List of Organizations/Department for whom the Bidder has undertaken such work during last three years (must be supported with work orders)</b>			
<b>Name of the organization</b>	<b>Name &amp; Details of Equipment/ machine supplied</b>	<b>Contact person</b>	<b>Contact No.</b>

**Signature of Bidder**

Name: .....

Designation: .....

Organization Name: .....

Contact No.: .....

**ANNEXURE: VII**  
**CERTIFICATE OF GUARANTEE/WARRANTY**  
**(ON LETTER HEAD OF TENDERING FIRM)**

I/ We certify that the guarantee/ warranty shall be given for a period of Two (02) years starting from the date of the satisfactory installation, commissioning and handing over of the equipment and the work completed under the contract. During the guarantee/ warranty period, I/ we shall provide the “after sale service” and the replacement of defective/ or any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above guarantee/ warranty shall begin only from the date of successful installation. The benefit of change in dates of the guarantee/ warranty period shall be in the interest of the user/ your organization.

I/ We shall try to repair the equipment at Megha Foods’ premises. However, in case it is not possible to repair the equipment at Megha Foods’ premises, we will take out the equipment to our site on our own expenses. We shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till the equipment is rehabilitated to the Institute after repair. If any loss of equipment occurred during our custody, we will restore it/ compensate to Institute for such losses.

I/ We guarantee that in case we fail to carry out the maintenance work within the stipulated period, the Institute reserves the right to get the maintenance work carried out at our risk, cost and responsibility after informing us. All the expenses including excess payment for repairs / maintenance shall be adjusted against the Performance Bank Guarantee. In case the expenses exceed the amount of the Performance Bank Guarantee, the same shall be recoverable from us with / without interest in accordance with the circumstances.

I/ We undertake to perform calibration after every major repair/ breakdown/ taking the equipment out for repair from the Institute premises. I/ We guarantee that we will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price.

I/ We guarantee to the effect that before going out of production of the spare parts, we will give the

adequate advance notice to Institute so that Institute may undertake to procure the balance of the lifetime requirements of the spare parts.

**Name & Signature of the authorized bidder with stamp**

**Contact details of the bidder signing the tender**

Name.....

Designation.....

Phone (office).....

Phone (Mobile).....

E mail.....

**ANNEXURE VIII**

**MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER**

Date:

To,  
 Mendipathar Multipurpose Cooperative Society,  
 Mendipathar, NGH, Meghalaya

**Sub: Authorization for release of payment/ dues from Mendipathar Multipurpose Cooperative Society, through electronic Fund Transfer/RTGS Transfer.**

1. Name of the Party/Firm/Company/Institute:
2. Address of the Party:
3. City..... Pin Code .....
4. E-Mail ID..... Mob No: .....
5. Permanent Account Number (PAN): .....
6. Particulars of Bank:

Bank Name:		Branch Name:	
Branch Place:		Branch City:	
PIN Code:		Branch Code:	
MICR No.:			

*9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, Please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name , branch name and code number)*

IFS Code																	
Account Type	Saving					Current					Cash Credit						
Account Number																	

**DECLARATION**

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information, I shall not hold Secretary,

Mendipathar Multipurpose Cooperative Society, NGH, Meghalaya responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place:

Date:

Signature & Seal of the Authorized Signatory of the Party

-----

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

Date:

Signature of the Authorized Official from the Bank

**N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it is applicable.**

**ANNEXURE IX****UNDERTAKING IN FORM OF AFFIDAVIT ON NON-JUDICIAL STAMP WORTH OF RS.100/-**

I/We hereby confirm and declare that we, M/s\_\_\_\_\_ is not blacklisted/De-registered/debarred by any Government department/Public Sector Undertaking/ Private Sector/or any other agency for which we have Executed/Undertaken the works/ Services.

**Signature and Seal of Tenderer**

**ANNEXURE X**  
**Self-Declaration regarding unconditional acceptance of the tender**  
**(on letter head of firm)**

I/We hereby confirm and declare that we, M/s \_\_\_\_\_, have carefully read & understood all the terms & condition of tender no SFURTI-I/MGH-MMCS/P&M-002/2022-23 dated 02.09.2022 and thereby, I/We are agree with all the conditions of the foresaid tender and thereby I/We are submitting our tender/bids.

**For correspondence -**

e -mail: .....

Mobile Number: .....

Address: .....

**Signature & Seal/stamp of Authorized Signatory**

**ANNEXURE XI**  
**FORMAT FOR SUBMITTING FINANCIAL BID**

1. Tender Ref. No..... Dated.....
2. Name of the Bidder: .....
3. The financial offer to execute the supply as per the tender:

S. No.	Name of Machinery	Specifications	Unit price of machine after taxed & duties	Quantity	Total price of machine after taxes & duties
1.	Backup generator	Backup Diesel generator of minimum 200 kVA , silent type <75 dBA Kirloskar/Cummins or equivalent engine with complete electrical panels Complete Electrical backup System including all accessories		1	

The followings to be noted while submitting financial details for the supply of machine:

- a. The competitiveness of bid shall be made on the evaluation of "Unit Price of the machine after Taxes & Duties" for supply to the location mentioned.
- b. The Total Cost quoted above should be inclusive of all costs involved for the delivery to the destination which includes of Basic Price, Transportation, Installation, Incidental Services (including Insurance, Loading / Unloading, Packing & Forwarding charges, etc.) besides, a Protection Shed/Shed with Iron Frame Structure, CGI Prepainted Galvanised roofing, with Concrete Base of appropriate strength to withstand wind load, rain, vibration of the engine may be also included for the same to protect the Generator and any other charges that the bidder may envisage.
- c. The Purchaser is authorized to ask the evidence from bidder to counter-check that the taxes & duties, as claimed by the bidder at the time of issue of invoice after the supply of machines, has been paid to the Government.
- d. The bidder will not be entitled to any increase in Unit Price of the machine after Taxes & Duties occurring during the period of delivery even if there is delay in supplies / completion attributed to him.



- e. No extra payment or revision of “Price of Machinery & Equipment after Taxes & Duties” shall be accepted on account of any discrepancy in nomenclature of the item. The Bidder is advised to seek clarification, if any, desired before submitting the tender.

**I/We as bidder certify that:**

- a. The tender shall remain valid for acceptance for 180 days from the date of opening the Technical Bid of the tender.
- b. Agree to offer services for warranty on the machine(s) supplied through this tender.
- c. Agree to impart onsite training to the designated personnel of purchase for the stipulated number of working days.
- d. Agree to three (03) sets of the Installation, Operation, Maintenance, and Training Manuals with machine.
- e. Agree that the offer price is valid for a period of one year from the date of opening of technical bid of this tender.
- f. Further confirm that we agree with the terms and conditions specified in “Instructions to Tenderers” and if selected, the execution of supplies would be made in compliance.

Name & Signature of the authorized bidder with stamp

Contact details of authorized person of bidder who have signed the tender.

Name.....

Designation.....

Phone (office).....

Phone (Mobile).....

E mail.....

**ANNEXURE XII**

**FORMAT FOR BANK GUARANTEE FOR ADVANCE PAYMENT**

(Bank Guarantee in lieu of advance payment on Rs. 100 non-judicial stamp paper)

Ref: Bank Guarantee No. ....

Dated: .....

**The Secretary**

Mendipathar Multipurpose Cooperative Society,  
Mendipathar, North Garo Hills,  
Meghalaya

.....[name and address of the Successful Bidder] (hereinafter called “the Supplier”) has executed an agreement (hereinafter called the “Agreement”) with the Mendipathar Multipurpose Cooperative Society (MMCS), (hereinafter called “the PURCHASER”) for the “Supply, Installation and Commissioning of Plant & machinery for Oyster Mushroom Cluster at Mendipathar, NGH, Meghalaya”, subject to and in accordance with the provisions of the Agreement.

(A) in accordance with the Clause 26 (a) of the Bid Document the PURCHASER shall make to the Supplier an interest bearing advance payment (hereinafter called “Advance Payment”) equal to 40% (forty per cent) of the contract price for mobilization expenses and acquisition of equipment; and that the Advance Payment shall be made in subject to the Supplier furnishing an irrevocable and unconditional guarantee by a scheduled bank for an amount equal to the 110% of the advance amount to remain effective till the complete and full repayment of the installment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement; and the amount of installment of the Advance Payment is Rs. ..../- (Rupees ..... Only) (the “Guarantee Amount”).

(B) We, .....through our branch at ..... (the “Bank”) have agreed to furnish this bank guarantee (hereinafter called the “Guarantee”) for the Guarantee Amount.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid installment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the PURCHASER, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Supplier, such sum or sums up to an aggregate sum of the guarantee amount as the PURCHASER shall claim, without the PURCHASER being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the PURCHASER, under the hand of an officer not below the rank of Secretary of PURCHASER, that the Supplier has committed default in the due and faithful performance of all or any of its obligations for the repayment of the installment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the PURCHASER shall be the sole judge as to whether the Supplier is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Supplier is in default shall be final, and binding on the Bank, notwithstanding any difference between the PURCHASER and the Supplier, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Supplier for any reason whatsoever.
3. In order to give effect to this Guarantee, the PURCHASER shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Supplier and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the PURCHASER to proceed against the Supplier before presenting to the Bank its demand under this Guarantee. The PURCHASER shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the PURCHASER against the Supplier, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the PURCHASER, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the PURCHASER of the liberty with reference to the matters aforesaid or by reason of time being

given to the Supplier or any other forbearance, indulgence, act or omission on the part of the PURCHASER or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

5. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the PURCHASER in respect of or relating to the Advance Payment.
6. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 7 below and unless a demand or claim in writing is made by the PURCHASER on the Bank under this Guarantee all rights of the PURCHASER under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
7. The guarantee shall cease to be in force and effect 60 (sixty) days after the end of the one year from the date of payment of the installment of the Advance Payment, as set forth in Clause 24 (a) of the Bid Document.
8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the PURCHASER in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the PURCHASER that the envelope was so posted shall be conclusive.
10. This Guarantee shall come into force with immediate effect and shall remain in force and effect

for up to the end ..... month in the year 2022 or until it is released earlier by the PURCHASER pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ..... 2022 at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

**ANNEXURE – XIII****FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY**

(Bank Guarantee in lieu of advance payment on Rs. 100 non-judicial stamp paper)

Ref: Bank Guarantee No. ....

Dated: .....

**The Secretary**

Mendipathar Multipurpose Cooperative Society,  
Mendipathar, North Garo Hills,  
Meghalaya

**WHEREAS:**

\_\_\_\_\_ [name and address of the Supplier] (hereinafter called “the Supplier”) and Mendipathar Multipurpose Cooperative Society (MMCS), (“the PURCHASER”) have entered into an agreement (the “Agreement”) for “Construction of Industrial Shed at Mendipathar, North Garo Hills, Meghalaya”

(A) SUPPLY, INSTALLATION AND COMMISSIONING OF PLANT & MACHINERY FOR OYSTER MUSHROOM CLUSTER , subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the Supplier to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Installation, Commissioning & Trial Run Period and Defects Liability Period (Twelve (12) months from the date of completion of work) equal to 3% (three per cent) of the contract price; and the amount of installment of the in a sum of ₹. ..../- (Rupees ..... ) (the “Guarantee Amount”).

(C) We, .....through our branch at ..... (the “Bank”) have agreed to furnish this bank guarantee (hereinafter called the “Guarantee”) by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Supplier's obligations during and under and in accordance with the Agreement, and agrees and undertakes to pay to the Purchaser, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Supplier, such sum or sums up to an aggregate sum of the guarantee amount as the PURCHASER shall claim, without the PURCHASER being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the PURCHASER, under the hand of an officer not below the rank of SECRETARY of PURCHASER, that the Supplier has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the PURCHASER shall be the sole judge as to whether the Supplier is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Supplier is in default shall be final, and binding on the Bank, notwithstanding any difference between the PURCHASER and the Supplier, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Supplier for any reason whatsoever.
3. In order to give effect to this Guarantee, the PURCHASER shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Supplier and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the PURCHASER to proceed against the Supplier before presenting to the Bank its demand under this Guarantee. The PURCHASER shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Supplier contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the PURCHASER against the Supplier, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the PURCHASER, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the PURCHASER of the liberty with reference to the matters aforesaid or by reason of time

being given to the Supplier or any other forbearance, indulgence, act or omission on the part of the PURCHASER or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

5. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the PURCHASER in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Supplier under the Agreement.
6. Notwithstanding anything contained herein before, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 7 below and unless a demand or claim in writing is made by the PURCHASER on the Bank under this Guarantee all rights of the PURCHASER under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
7. The Performance Security shall cease to be in force and effect 60 (sixty) days after the end of the Defects Liability Period as set forth in Clause ... of the Agreement.
8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the PURCHASER in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the PURCHASER that the envelope was so posted shall be conclusive.
10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the end ..... month in the year 2022 or until it is released earlier by the PURCHASER



pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ..... 2022 at .....

**SIGNED, SEALED AND DELIVERED**

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

**NOTES:**

- (ii) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (iii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.