

REQUEST FOR PROPOSAL (RFP)

FOR

PROCUREMENT OF LAPTOPS, DESKTOPS AND TABLET UNDER MEGLIFE, MBDA

RFP Reference No : PLN/MBDA/02949/2024/NF

Client : Meghalaya Basin Development Authority (MBDA)

Location & Country : Meghalaya, India

Project : Project for Community Based Forest Management &
Livelihood Improvement in Meghalaya (MegLIFE)



Meghalaya Livelihood Improvement
through Forest Enhancement



Meghalaya Basin
Development Authority



Japan International
Cooperation Agency

16th October, 2024

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1. Executive Summary

1.1. Objective

The Meghalaya Basin Development Authority (MBDA) has received financing from Japan International Cooperation Agency (JICA) toward the cost of Project for Community Based Forest Management and Livelihood Improvement in Meghalaya and intends to apply part of the proceeds towards payments under the Contract.

2. Invitation to the Proposal

The invitation to proposal is for “Procurement of Laptops, Desktops and Tablet under MegLIFE”.

The Bidders are advised to study this RFP document carefully and submission of bids shall be deemed to have been done after careful study and examination of this RFP document with full understanding of its implications.

2.1. Issuer

The Meghalaya Basin Development Authority (MBDA) invites bids for Procurement of Laptops, Desktops and Tablet under MegLIFE, as per the scope of the Proposal.

2.2. Address for Proposal Submission & Correspondence

The Procurement Unit, O/o MegARISE
3rd Floor, RDL Building,
Springside, Lumsophoh, Nongthymmai Shillong, PIN-793014
Email: mbdaprocurement@gmail.com

2.3. Key Events, Dates and Important Information

Sl. No	Event/Information	Details
1	RFP Reference No.	PLN/MBDA/02949/2024/NF
2	Tender Publication Detail	The tender document can be seen and downloaded from the website https://mbda.gov.in and https://meglife.in/
3	Date of Publishing of Proposals	16 th October, 2024
4	Last Date & Time of Receiving Queries	22 nd October, 2024 before 3:00 PM IST
5	Pre-Bid Meeting	22 nd October, 2024, 3:00 PM IST
6	Last Date and Time for Submission of proposals	6 th November, 2024, Before 4:00 PM IST
7	Date and Time of Opening of Technical Proposals	6 th November, 2024, Before 4:30 PM IST
8	Date & Time for opening of Financial Proposals	To be notified later only to technically qualified bidders
9	Proposal Validity Period	120 days from the date of submission
11	Performance Bid Security (PBG) Amount	5% of the contract value

12	Warranty period	2 Years
13	Contact email	mbdaprocurement@gmail.com
14	Delivery Location	O/o MegARISE, Procurement Unit, RDL Building, Springside, Lumsophoh Nongthymmai- 793014.Phone: 0364-2522921/2522992

2.4. Distribution of RFP Document

The bidding document can be downloaded from <https://mbda.gov.in> and <https://meglife.in/> portal free of cost.

2.5. Pre-Bid Meeting

The MBDA shall organize a Pre-Bid Meeting virtually on the scheduled date and time. MBDA may incorporate any changes in the RFP based on acceptable suggestions received during the interactive Pre- Bid Meeting. The decision of the MBDA regarding acceptability of any suggestion shall be final and shall not be called upon to question under any circumstances. The prospective bidders shall submit their questions in writing not later than date and time indicated under section 2.3 above. It may not be possible at the Pre- Bid Meeting to answer questions which are received late. However, prospective Bidders are free to raise their queries during the meeting and responses will be conveyed to all the prospective Bidders (by way of hosting amendments/clarifications on the website i.e., at <https://mbda.gov.in> and <https://meglife.in/>). The prospective participants have to inform MBDA on the email id mentioned in Section 2.3 for attending the pre-proposal conference.

2.6. Amendment of RFP Document

At any time before the deadline for submission of proposals, MBDA may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding document by amendment. All the amendments made in the document would be published on the website <https://mbda.gov.in> and <https://meglife.in/>. The Bidders are also advised to visit the website on regular basis for checking necessary updates. MBDA also reserves the right to amend the dates mentioned in clause 2.3 of this proposal document.

2.7. Deadline for submission of Bids

The Proposal response shall be submitted in hard copy, not later than the date and time specified in Section 2.3 of this document.

3. Eligibility Criteria

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in the RFP document. The invitation to proposal is open to all bidders who qualify the eligibility criteria as given below:

3.1. Pre-Qualification Criteria

Sl. No.	PQ Criteria	Documents required
1	The Bidder should be a Company registered under the Companies Act, 1956/ Proprietary Firm / Partnership Firm	(Certificate of incorporation/certificate for commencement of business/other relevant documentary proof should be submitted)
2	Attested copy of Company's PAN, GST and ITR details	Documentary proofs should be submitted
3	Audited Average Annual Turnover of the bidder during last three financial years 2020-21, 2021-22 and 2022-23 should be Rs 1 Crore for the last 3 years	Audited Average Annual Turnover Certificate along with Copies of the audited balance sheet of the company showing the same should be submitted
4	The bidder must have successfully completed projects of Govt / PSU / Bank for Supply & Installation of Equipment's of similar nature during last five (5) financial years	Summary of Experiences along with Work orders or Sanction orders and work completion certificate should be submitted
5	The Product offered should meet all the technical and functional specifications given in the Section 4 - Technical Specifications. Deviations and non-fulfilment to any of the technical and functional specification as per the requirement in the RFP document will attract rejection of the bid document. Bidder should declare their compliance against each specification and submit the product catalogue as well	<ol style="list-style-type: none"> 1. Declaration of the compliance to the specifications with proper page numbers 2. Supporting document should be provided such as product catalogue without which the bid will be rejected
6	The bidder should not be blacklisted by any Government department/PSUs/Private sector	Self-declaration of the same
7	The Bidder must include proof of OEM certification relevant to the products or services being offered. This certification should demonstrate compliance with industry standards and best practices, ensuring quality, compatibility, and support.	OEM Certification documentary proof should be submitted.

3.2. Technical Part

The bidder can bid for a single lot or multiple lots. The Technical Evaluation will be conducted on Lot wise basis. Only bidders meeting the above minimum eligibility criteria shall be

considered for technical evaluation. The selection of the firm shall be based on the following technical criteria

Sl. No.	Evaluation Parameter	Marks	Details
1	Past experience of the organization in supply, installation of the laptop/desktop/tablets in the last 5 years (Supply order should be enclosed)	30	More than 1 Crore = 30 marks More than 70 Lakhs and less than 1 Crore = 25 marks More than 50 Lakhs and Less than 70 Lakhs = 15 marks
2	Financial strength of the bidder	30	Average turnover of the last 3 FY: More than 2 Crore = 30 marks More than 1.5 Crore and less than 2 Crore = 25 marks More than 1 Crore and less than 1.5 Crore = 15 marks
3	Technical compliance of the specification of the equipment as per the requirements in Technical Specification.	40	Marks will be allocated as per the compliance and specifications of the proposed equipment up to a maximum of 40 marks

**Minimum qualifying marks is 70 for opening of Financial Proposal*

3.3. Financial Part

The Financial Evaluation will be conducted on Lot wise basis, only for the bidders who are technically qualified as per the minimum passing score of 70 marks. The bidders need to provide the financial proposal as per the items/equipment specified in **Section 4: Technical Specification**. No extra cost/payment will be borne by MBDA other than the amount that is quoted by the bidder in their financial quotation.

The Financial Evaluation will be done on the base price only without the taxes.

4. Technical Specifications.

Specifications for " Procurement of Laptops, Desktops and Tablet under MegLIFE				
Lot #	Item Name	Qty	Item Description	Specifications
1	Laptop Type-1	29	Processor	M3 Chip
				8-core CPU with 4 performance cores and 4 efficiency cores
				8- core or 10- core GPU
				16- core Neural Engine
			Memory	8GB default
			Storage	256 GB or 512GB SSD
	Display	13.3-inch Liquid Retina display		

				2560-by-1664 native resolution at 224 pixels per inch
				Support for 1 billion colors
				500 nits brightness
				Wide color (P3)
				True Tone technology
			Battery and Power	Up to 20 hours of battery life
				Up to 17 hours wireless web
				58.2-watt-hour lithium-polymer battery
				67W USB-C Power Adapter
			Ports	Two Thunderbolt / USB 4 ports
				3.5 mm headphone jack
			Operating System	macOS Sonoma
			Wireless	Wi-Fi 6E (802.11ax)
				Bluetooth 5.3
			Warranty	As per Company Standards
Additional Features	1080p FaceTime HD camera			
	Studio-quality three-microphone array			
	Stereo speakers with high dynamic range			
	Magic Keyboard with Touch ID			
	Force Touch trackpad			
2	Laptop Type-2	3	Processor	Core i7 14th Gen
			RAM size	16 GB
			Memory Technology	DDR4
			Memory Clock Speed	3200 MHz
			Hard Drive Size	1 TB SSD
			Hard Drive Interface	Solid State
			Audio Details	Headphones
			Graphics Coprocessor	NVIDIA Graphics Card
			Power Source	Battery Powered
			Connectivity Type	USB 3.1., USB-C, HDMI 2.0 or DisplayPort, Ethernet and SD card reader
				Wi-Fi 6E (802.11ax)
				Bluetooth 5.0 or higher
			Screen Size	15'6 inches
Service Center	Shillong			

			Warranty	As per Company Standards
			Additional Features	Microsoft Office 2021
				Anti-Virus for 12 months
				Wireless Mouse
				Windows Professional 11
				Laptop Bag
3	Laptop Type-3	27	Processor	Core i5 13th Gen
			RAM size	8GB
			Memory Technology	DDR4
			Memory Clock Speed	3200 MHz
			Hard Drive Size	1TB SSD
			Hard Drive Interface	Solid State
			Audio Details	Headphones
			Graphics Coprocessor	NVIDIA Graphics Card
			Power Source	Battery Powered
			Connectivity Type	USB 3.1., USB-C, HDMI 2.0 or DisplayPort, Ethernet and SD card reader
				Wi-Fi 6E (802.11ax)
				Bluetooth 5.0 or higher
			Screen Size	14 inches
			Service Center	Shillong
			Warranty	As per Company Standards
Additional Features	Windows Professional 11			
	Microsoft Office 2021			
	Anti-Virus for 12 months			
	Wireless Mouse			
	Laptop Bag			
4	Laptop Type-4	2	Processor	Type: Intel Core i7/i9 or AMD Ryzen 7/9
				Cores: 6 to 12 cores
				Base Clock Speed: 3.0 GHz or higher
				Turbo Boost: Upto 4.5 GHz or more
			GPU	Type: NVIDIA Quadro RTX or GeForce RTX series (e.g., RTX 3060, 3070, or higher).

				VRAM: 6 GB to 12 GB GDDR6 or higher
			RAM	64 GB, DDR5, 3200 MHz
			Storage	Primary (OS/Applications): 1 TB NVMe SSD
				Secondary (Data): Additional 1 TB SSD or HDD for data storage
			Display	Size: 15.6 inches to 17.3 inches
				Resolution: 1920x1080 (FHD) or higher
				Color Accuracy: 100% sRGB or higher, with color calibration support
			Connectivity	USB 3.1., USB-C with Thunderbolt 3/4, HDMI 2.0 or DisplayPort, Ethernet and SD card reader
				Wi-Fi 6E (802.11ax)
				Bluetooth 5.0 or higher
			Battery	Type: 6-cell or 8 cell Li-ion battery
				Life: 6-8 hours under moderate use
			OS	Windows 11 Professional
Build Quality	Chassis: Durable, preferably metal or high-quality plastic, with good cooling solutions			
	Keyboard: Backlit, with numeric keypad			
	Weight: 4-6 lbs (1.8-2.7 kg) for portability			
Warranty	As per Company Standards			
5	Desktop High-end Workstation	13	Processor	> i5 12 Gen
			RAM	16GB or 32GB DDR4 RAM (expandable to 64GB)
			HDD	500 GB or 1 TB
			SSD	512GB NVMe or 1TB NVMe SSD
			Graphics	NVIDIA GeForce RTX 3060 or 3070 (optional for GPU-intensive tasks)
			OS	Windows 11
			Monitor	27" inches
			Wireless Card	Need to have wifi card pre-installed inbuilt
				Bluetooth® wireless card
			Peripherals	Wired Mouse, wired Keyboard
				UPS
			Connectivity	USB 3.1 Gen 1 Type-A ports (x4)
USB 3.1 Gen 2 Type-C port (x1)				

				HDMI 2.0 and DisplayPort
				Ethernet port
				Wi-Fi (in built)
				Bluetooth® wireless card
			Warranty	As per Company Standards
6	Tablet	1	Memory Storage	64 Gb or higher
			Screen Size	11 inch or higher
			Display Resolution Maximum	1920 x 1200 pixels or higher
			Processor	Qualcomm Snapdragon Processor 13 or higher
			Operating System	Android
			RAM Memory	8 Gb or higher
			Network	Wi-Fi + 5g Connectivity
			Battery Life	Up-to 10 Hours
			Connector	USB Type-C
			Wi-Fi	Wi-Fi 802.11 a/b/g/n/ ac; 2.4 GHz & 5 GHz or Higher
			Bluetooth version	5.0 or higher
			GPS	Should support GPS, AGPS & Geo Tagging. Location tracking to be supported by Google Maps
			Flashlight	Optional
			Camera-Primary	8 MP or higher
			Camera-Secondary	8 MP or higher
			Stylus Pen	Should include Stylus Pen
				Accessories
		Tempered Glass as per offered screen size		
		USB Cable & Charger		
	Warranty	As per company standards		
7	Apple Magic Keyboard (OEM)	1	Apple Magic Keyboard	iPad Pro 13-inch M4 (4 th Generation)

Note: A bidder can bid for a single lot or multiple lots.

5. Instruction to the Bidders

5.1. Procedure for Submission of Proposals

Technical Proposal (Envelope 1): The documents comprising of the pre-qualification documents and technical documents need to be enclosed in a separate envelope which is properly sealed and inscribed as **“Technical Proposal for Procurement of Laptops, Desktops and Tablet under MegLIFE”**

Financial Proposal (Envelope 2): The documents comprising of the financial proposal need to be enclosed in a separate envelope which is properly sealed and inscribed as **“Financial Proposal for Procurement of Laptops, Desktops and Tablet under MegLIFE”** **Do not open before date and time of opening of financial proposal**

Main Envelope: The technical envelope (envelope 1) and financial envelope (envelope 2) should be put into a single envelope which is properly sealed and marked as **“Proposal for Procurement of Laptops, Desktops and Tablet under MegLIFE”** – Do not open before date and time of opening of technical proposal

The proposal should be submitted to:

The Procurement Unit, O/o MegARISE
3rd Floor, RDL Building,
Springside, Lumsophoh, Nongthymmai Shillong, PIN-793014
Email: mbdaprocurement@gmail.com

5.2. Authentication of Proposal

The response Proposal shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. A letter of authorization shall be supported by a written Power-of-Attorney accompanying the proposal. All pages of the proposal, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the Proposal.

5.3. Validation of interlineations in Proposal

The Proposal shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Proposal.

5.4. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its proposal including cost of presentation for the purposes of clarification of the proposal, if so desired by the MBDA. MBDA will in no case be responsible or liable for those costs, regardless of the outcome of the tendering process.

5.5. Language of Proposals

The Proposals prepared by the bidder and all correspondence and documents relating to the proposals exchanged by the bidder and MBDA, shall be written in “English” language. Any

printed literature furnished by the bidder may be written in another language so long the same is accompanied by a duly attested English translation in which case, for purposes of interpretation of the proposal, the English translation shall govern.

5.6. Documents Comprising the Proposals

The Proposal prepared by the Bidder shall comprise the following components. The Proposals not conforming to the requirements shall be summarily rejected

Technical Proposal

The Technical Proposal, besides the other requirements of the Tender, shall comprise the following:

- Annexure I: Declaration Regarding Clean Track Record
- Annexure II: Format for Response to Tender: Technical Proposal
- Annexure III: Project Experience Details
- Annexure V: Bidding Document Acknowledgement Form
- All necessary data sheets and any other documents including product catalogue/brochure
- All supporting documents such as purchase order/supply order, OEM certificate, Registration, experience certificate, among others. The bids will be rejected if bidders do not submit the supporting documents
- Proper page numbering should be done on the documents

Financial Proposal

The Financial Proposal, besides the other requirements of the Tender, shall comprise the following:

- Filled Bill of Quantity with price quotation: Annexure IV: Format for Response to Tender: Financial Proposal

5.7. Firm Prices

Prices quoted in the proposal must be firm and final and shall not be subject to any upward modifications on any account whatsoever. However, the MBDA reserves the right to negotiate the prices quoted in the proposal to effect downward modification and also may increase or decrease the quantity of the equipment up to 10%.

5.8. Proposal Currency

Prices shall be quoted in Indian Rupees (INR)

5.9. Performance Security

The successful bidder should submit 5% of the contract value as a performance security in the form of a Bank Guarantee valid for a period of 3 months from the date of issuing of the Purchase Order. The Bank Guarantee should be submitted within 7 days from the date of the Purchase Order.

5.10. Proposal Validity Period

Period of validity of proposals shall remain valid for 120 days after the date of opening of proposals prescribed by the MBDA. A proposal valid for a shorter period may be rejected as non-responsive. However, the prices finalized after opening the tenders shall not increase throughout the period of implementation and operation. The prices of components quoted in the Financial Proposal by the bidder shall remain valid for the project period. Extension of period of validity in exceptional circumstances, MBDA may request the bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing.

5.11. Opening of Proposals

As specified in Section 2.3 of the RFP document

5.12. Evaluation of Technical and Financial Bids

- A two - envelope procedure will be adopted for evaluation of bids, with the technical evaluation at first stage and financial evaluation at second stage only for the technically qualified bidders. The financial bid of non-technically qualified bidders will be returned unopened
- Technical bids will be evaluated lot wise as per technical bid evaluation criteria and a technical score will be given to the bidders who comply with the pre-qualification criteria
- The Financial bid of only the technically qualified Bidders will be opened and evaluated lot wise as per specified criteria
- Conditional Proposals are liable to be rejected

The evaluation process of the Tender, proposed to be adopted by MBDA is indicated under the clauses 5.14 - 5.17. The purpose of these clauses is only to provide the bidders an idea of the evaluation process that MBDA may adopt. However, MBDA reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever and without any requirement of intimating the Bidders of any such change.

5.13. Evaluation of Proposals

The Bidder shall be selected through a competitive bidding process. A two-envelope selection process will be adopted in evaluating the bids. In the first stage, a technical evaluation will be carried out. In the second stage, a financial evaluation will be carried out. The L1 (lowest financial quote) agency shall be selected while the L2 agency will be kept in reserve.

5.14. Evaluation of Technical Proposal

Technical Proposal will be evaluated on the basis of parameters mentioned above. Only those bidders whose technical bids score 70 marks or more out of 100 marks shall qualify for further consideration of financial evaluation

5.15. Evaluation of Financial Proposals

On opening the financial proposals, the Evaluation Committee shall read out the financial proposals to all the technically qualified bidders and note the same. All the financial proposals shall then be ranked according to the financial proposal in increasing order with the bidder quoting the least amount ranked L1, bidder quoting next higher figure as L2 and so on. In case there is any tie in financial proposals of one or more bidders, the bidder having the higher technical score will be given better ranking. In case the technical scores are also equal, all the technically qualified bidders shall be asked to resubmit the financial proposal. However, in this case, the revised financial proposals should be less than the lowest financial proposal quoted earlier by the technically qualified bidders. L1 will be declared as successful bidder and his offer will be processed further.

5.16. Rectification of Errors

Arithmetical errors in the financial bids 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 will be considered for future calculations.
- If there is a discrepancy between words and figures, the amount in words shall prevail.

Note: In any other case of discrepancy, MBDA reserves the right to pick the value which it considers as beneficial to the Government.

5.17. Contacting the MBDA

Contact by Writing: No Bidder shall contact MBDA on any matter relating to its bids, from the time of bid opening to the time the Purchase Order is awarded. If the Bidder wishes to bring additional information to the notice of MBDA, it should be done in writing.

Rejection of Proposal: Any effort by a Bidder to influence the MBDA in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

5.18. Rejection Criteria

Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

Pre- Qualification Rejection Criteria:

- Bids which do not conform to unconditional validity of the bids as prescribed in the Tender.
- Pre-Qualification bids containing financial details
- If the information provided by the bidder is found to be incorrect / misleading at any stage / time during the tendering process.
- Any effort on the part of a bidder to influence the bid evaluation, bid comparison or contract award decisions.
- Bids received by MBDA after the last date prescribed for receipt of bids

- Bids without signature of person (s) duly authorized on required pages of the tender document
- Failure to furnish documentary proofs for information provided as per the requirements in the tender document

Technical Rejection Criteria:

- Technical bids containing financial details.
- Revelation of prices in any form or by any reason before opening the financial proposal
- Failure to furnish all information required by the RFP document or submission of a bid not substantially responsive to the tender document in every respect
- Failure to furnish proofs for information provided
- Bidders not complying with the technical specifications and general terms and conditions as stated in the RFP document other than the deviations
- If the bid does not confirm to the timelines indicated in the proposal

Financial Rejection Criteria:

- Incomplete price bid
- Price bid that does not conform to the tender's price proposal format
- Total price quoted by the bidder does not include all statutory taxes and levies applicable.

5.19. Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. MBDA will not take any responsibility towards this. However, MBDA may provide necessary assistance, wherever possible, in this regard.

5.20. Income Tax Liability

The Bidder will have to bear all Income Tax liability both corporate and personal tax.

5.21. GST Liability

The Bidder will have to bear all GST.

6. General Conditions of Contract

6.1. Ownership of Equipment

The MBDA shall own all the equipment, Licenses and any solution supplied by the Bidder arising out of or in connection with this Contract.

6.2. Payment

The fee amount will be equal to the amount specified in format for Tender Response – Financial Proposal Submission Form.

6.3. Delivery Schedule

The delivery should be completed **within 30 days from** the issue of purchase order.

6.4. Payment Terms

Payments shall be released subject to acceptance of deliverable by the client as per the following terms:

Sl.no	Milestone	% of Payment to be released
1	On Acceptance of Delivery	<ul style="list-style-type: none">80% of the Contract Price shall be paid after delivery of all the Goods at the delivery location specified in the Section 2.3 (14) and upon submission of the delivery challan and other required documents.
2	On Final Acceptance	<ul style="list-style-type: none">20% of the Contract Price shall be paid on final acceptance & inspection of the Goods by the authorized representative from MBMA.

- a. Payment will be made to successful bidder as per above mentioned schedule
- b. Penalty as per the RFP terms and conditions will be calculated and adjusted from the bill.
- c. All payments to successful bidder will be made subject to deduction of TDS (Tax deduction at Source) as per the income Tax Act, 1961, applicable penalty and other taxes, if any, as per Government of India rules.
- d. If there is any deficiency in the performance of contractual obligations on the part of the Bidder, the Bidder shall be liable for imposition of appropriate penalties as specified in the RFP and MBDA shall be entitled to deduct such penalties at source while making payment to the Bidder for the services provided as mentioned & forfeit the guarantee submitted (if required)

6.5. Penalty

- a) Failure to execute the entire contract within 30 days from the date of issue of supply order will attract a penalty of 1% per 5 days (0.5% per week), on the full value of the contract up to a maximum of 10%. Delays beyond that period will be viewed as violation of the contract terms and will be dealt accordingly.
- b) Any delay on the part of IA should be intimated and sorted out immediately without affecting the progress of works

6.6. Force Majeure

Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Proposal and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. MBDA will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the bidder in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

7. ANNEXURES:

Annexure I: Declaration Regarding Clean Track Record

To

.....,

.....,

.....,

.....,

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. _____] regarding Engagement of an Agency for Procurement of Laptops, Desktops and Tablet under MegLIFE. I hereby declare that my company has not been debarred/black listed by any Government/Semi-Government organizations in India. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal Date:

Business Address:

Annexure II: Format for Response to Tender: Technical Proposal

To

.....,
.....,
.....,
.....,

Subject: Engagement of an Agency for Procurement of Laptops, Desktops and Tablet under MegLIFE

Reference: RFP No:<RFP Reference Number>Dated <dd/mm/yyyy>

Sir,

We, the undersigned Bidder, having read and examined in detail all the Tender documents do hereby propose to provide the services as specified in the Tender document number <Tender Reference Number>Dated <dd/mm/yyyy>along with the following:

1. Deviations

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations, assumptions and deviations, all of which have been detailed out exhaustively in the following statements, irrespective of whatever has been stated to the contrary anywhere else in our Tender:

- Statement of Deviations from Tender Terms and Conditions is as specified in General Terms and Conditions

Further, we agree that additional conditions or assumptions, if any, found in the Tender documents other than those stated in deviation schedule shall not be given effect to.

2. Contract Performance Guarantee Bond

We hereby declare that in case the contract is awarded to us, we shall submit the Contract Performance Guarantee Bond in the form prescribed in the RFP.

3. Proposal Validity Period

We agree to abide by this Proposal for a period of 120 days after the date fixed for Proposal opening or for any further period for which Proposal validity has been extended and it shall remain binding upon us and Proposal may be accepted at any time before the expiration of that period.

We hereby declare that our Proposal is made in good faith, without collusion or fraud and the information contained in the Proposal is true and correct to the best of our knowledge and belief.

We understand that our Proposal is binding on us and that you are not bound to accept a Proposal you receive.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal Date:

Business Address:

Annexure III: Project Experience Details

Sl. No.	Item	Details
General Information		
1	Customer Name/Government Department	
2	Name of the Contact Person and Contact details for the project	
Brief description of scope of project		
Size of the project		
3	Contract Value of the project (in crore)	
4	Please provide copies of Work Order or Certificate of Completion.	

Annexure IV: Format for Response to Tender: Financial Proposal

Lot No.	Description of Goods	Quantity	Unit rate	GST	Total Price without taxes	Total Price inclusive of discounts, all taxes and duties
1	Laptop Type-1	29				
2	Laptop Type-2	3				
3	Laptop Type-3	27				
4	Laptop Type-4	2				
5	Desktop High-end Workstation	13				
6	Tablet	1				
7	Apple Magic Keyboard (OEM)	1				

Note:

1. *Transportation and installation charges, among other should be included in the financial quotation*
2. *MBDA will not bear any additional cost than what is quoted in the financial quotation*

Annexure V: Bidding Document Acknowledgement Form

To

Dated:

.....,

.....,

.....,

.....,

Dear Sir,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of Annexure (along with their Appendices) enclosed to the "Invitation for Proposal" pertaining to providing of _____ services against tender no..... We have noted that the closing date for the receipt of the tender by the MBDA is _____ at <> hrs. (IST) and opening at <> hrs. (IST) on the same day.

We guarantee that the contents of the above said Bidding Documents will be kept confidential within our organization and text of the said documents shall remain the property of the MBDA and that the said documents are to be used only for the purpose intended by the MBDA.

Our address for further correspondence on this tender will be as under:

Tel. No:

Fax. no: Telephone no:

Personal attention of:

(if required)

Yours faithfully,
(Bidder)

Note: This form should be returned along with offer duly signed

Annexure VI: Proforma of Bank Guarantee towards Performance Security

PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____

Dated _____

To

.....,

.....,

.....,

.....,

Dear Sir,

1. In consideration of Meghalaya Basin Development Authority, having its office at O/o of the Additional Project Director, SPMU, MegLIFE, 2nd Floor, Shalom Building, Block-3 Lower Lachumiere, Shillong, PIN-793001 (hereinafter referred to as 'MBDA', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) after receipt of the work order dated with M/s _____ having its _____ registered/head office at _____ (Hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and MBDA having agreed that the CONTRACTOR shall furnish to MBDA a performance guarantee for Indian Rupees.....for the faithful performance of the entire CONTRACT.
2. We (name of the bank) registered under the laws of having head/registered office at (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rupees. (in figures) (Indian Rupees (in words)) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by MBDA on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by MBDA in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.
3. The Bank also agrees that MBDA at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the

CONTRACTOR and notwithstanding any security or other guarantee that MBDA may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees that MBDA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time-to-time exercise of any of the powers vested in MBDA against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of MBDA or any indulgence by MBDA to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of MBDA under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till MBDA discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of MBDA or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rupees (in figures) (Indian Rupees (in words)) and our guarantee shall remain in force until . (Indicate the date of expiry of bank guarantee) Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of MBDA under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of MBDA under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank through its authorized officer has set its hand and stamp on this.....day of20 at.....

WITNESS NO. 1

(Signature)

Full name and official
and

(Signature)

Full name, designation

Address (in legible letters)
letters)

address (in legible

with Bank stamp

Attorney as per power of
Attorney No.....

WITNESS NO. 2

Dated.....

(Signature)

Full name and official
Address (in legible letters