# TENDER NOTICE FOR SUPPLY OF STATIONERY ARTICLES

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# PAPER FOR THE YEAR 2021-2022

Last date of submission : 18th October, 2021

Opening of Tender : 18th October, 2021

Issued By

Directorate of Printing and Stationery

Government of Meghalaya

18<sup>th</sup> October, 2021

Shillong

Shillong, the 18th October, 2021.

No.DIR/STY/21-22/21/01/1.—Sealed tenders are invited for the supply of Stationery Articles and Paper by the undersigned from the Manufacturer/Paper Mills and their accredited agents or bonafide importers, stockists and dealers as stipulated in detail hereunder to be received by him in his office chamber during office hours upto 2:00 P.M. on the 18th October, 2021.

Alternative offer will be considered provided the substitute order is in the opinion of the State Government equals to or approaches very near the quality or standard of the stores required. The opinion of the Departmental Purchase Board in this respect shall be final. Instructions to be followed by persons tendering are set out below and the conditions which will govern any contract made accompany this notice:—

- 1. Tenders must invariably be affixed with Non-refundable Court Fee Stamp of ₹ 1,000/- (Rupees one thousand) only and enclosed in a suitable cover which must be sealed and superscribed in red ink with -
- (A) "Quotation for Stationery Articles under Annexure-I" for supply of Stationery Articles and with-
- (B) "Quotation for Paper under Annexure-II" for supply of paper. Tenderers from outside the State of Meghalaya may, however, pay the amount in cash for conversion into Court Fee Stamp.
- 2. The tenders will be opened publicly at 2:30 P. M. on the last date of the submission of tender at the office of the undersigned. The tenderers are at liberty to be present or to authorise not more than one representative to be present on their behalf at the time of opening of the tenders at the above mentioned place and time. The selected tenderer will be required to execute within one month from the date of acceptance of his tender an agreement stipulating conditions mentioned in the "General Conditions of the Contract" given herein below and the value of necessary non-judicial stamp for the purpose of executing the agreement shall

be remitted within ten days from the date of acceptance of the tender.

**3.** The schedule issued with the form of tender must not be altered by the contractor. Any modification of the schedule considered expedient by the contractor should form the subject of a separate letter to accompany the tender.

It should be distinctly noted that tenders should be filled in and submitted strictly in accordance with the instructions laid down herein, otherwise the tender is liable to be ignored. No tender shall be considered unless the Tender Forwarding Letter, under Annexure-I for tenderers of Stationery Articles and Tender Forwarding Letter, under Annexure-II for tenderers of Paper of the tender is duly filled in and signed by the tenderer and other pages and corrections, if any, attested by his dated initials.

4. 1 Free sample should accompany the quotations. Each sample must be wrapped up separately in paper and the name of the tenderer and the description of the article should appear on the wrapper which may be sealed if considered necessary with the tenderer's own seal. A sample should not be submitted of a quality which cannot be maintained in actual supplies. The tenderer is not expected to quote for more than one quality where the specifications are clear and not more than one in any case. One sample of each quality which the tenderer may quote for should be sent. The samples should be listed and the list should be signed by the tenderer.

Each sample must invariably bear the Trade mark, the name of the manufacturer or the place of manufacture or both.

- 5. The place of manufacture and the name of the manufacturer of each tendered articles should be distinctly stated in the tender duly accompanied by dealership certificate.
- **6.** Time is the essence of the contract. If the contractor fails to complete supply of acceptable stores by the dates given in the orders, he shall be liable to action being taken

by Director, Printing and Stationery as stated in the conditions of the contract accompanying hereto. Supply should be made to the officers as directed in the supply order from time to time.

- 7. Earnest money of ₹2,00,000/- (Rupees two lakhs) only for Stationery Articles and ₹2,00,000/- (Rupees two lakhs) only for Paper must be submitted along with the tender by deposit at Call to be pledged in favour of Director Printing and Stationery, Meghalaya, Shillong.
- (i) The earnest money must be deposited by Deposit at Call to credit of the Director, Printing and Stationery, Meghalaya, Shillong. In no circumstances will Cash, G. P. Notes, S. B. Pass Book, Demand Draft or Cheque be received with tenders as earnest money.
- (ii) The earnest money should not on any account fall short of the amount actually required as mentioned above.
- (iii) The earnest money of unsuccessful tenderers shall be released after finalisation of the contract and of successful tenderers after depositing of security money and execution of an agreement.

**Note:**—The above does not apply to those tenderers who have been exempted from making this deposit by separate orders of the Government of Meghalaya".

**8.** Any relationship or business connection that may exist between the tenderer and any official in the Directorate Printing and Stationery Meghalaya, Shillong, should be declared.

If this information is found suppress as the contract, if any entered into, shall be liable to be cancelled forthwith without notice and compensation and any security that may have been deposited shall be liable to be forfeited and credited to the appropriate Government account.

**9. Experience : T**he Tenderers must have at least (5) five years of experience of Supply of above mentioned items duly supported by work orders issued by Government / Semi Government department.

- 10. The Tenderers should not have been blacklisted by any Central or any State Government or Public Sector undertakings, at the time of submission of the bid. None of the proprietors/partners/directors should have been convicted in any criminal activity in any Court regarding corruption or criminal liabilities. An affidavit in this regard covering above points without any misinterpretation should be submitted on a stamp paper of ₹ 10/- duly notarized.
- 11. Financial standing of the bidder solvency certificate issued by the nationalized bank should be equal to the value of ₹ 5,00,000.00 (Rupees Five Lakhs) only or more. The solvency certificate issued by the bank should not be older than six months from the date of opening of this tender.
- 12. The submission of more than one tender for the same item or items and under different names is strictly prohibited. Should it at any time be discovered that this condition has been violated all the tenders submitted shall be rejected or contract(s) cancelled and the earnest money or security deposit(s) forfeited to the Government.
- **13.** The quantities given in the tender notice are approximate only. Special attention is invited to condition 9 of the conditions of the Contract enclosed.
- 14. Quotations should be in Rupees and in decimal coinage for the units specified against each Item of the schedule. The rates quoted should be F.O. R., F.O.B. destination stations at Shillong, Tura & Jowai and inclusive of G.S.T.
- 15. The security deposit as may be fixed under the condition No.7 of the contract must be deposited within the time stipulated, if the security deposited is not so made the amount deposited as earnest money shall be forfeited and credited to the Government in particular and without prejudice to the conditions of the contract and in addition thereto.

**Note:**—"The above does not apply to those tenderers who have been exempted from

making this deposit by separate orders of the Government of Meghalaya".

- **16.** The tenderers are hereby explicitly warned that individuals signing the tenders must specify as follows:—
  - (i) Whether signing as "sole-proprietor" of the firm?
  - (ii) Whether signing as a "registered active partner" of the firm?
  - (iii) Whether signing for the firm, i.e., per procurement?
  - (iv) In the case of companies and registered firms, whether signing as Secretary, Manager, Partner, Director, etc., and how individuals signing are authorised to do so?

A copy of the document under which such authority is given shall furnished along with the tender.

- **17.** The tenderer must submit the Certificate of Provisional Registration under Central and State G. S.T. Act, 2017.
- **18.** The tender must be accompanied by:(i) Professional Tax Clearance Certificates issued & signed by the competent authority for the year 2021-2022 (ii) PAN Card.
- 19. Tenderers belonging to Scheduled Tribes and Scheduled Castes should submit a certificate declaring them as such by the competent authority if they want to avail the preference admissible to be them.
- 20. Non-Tribal Tenderers are required to produce Trading Licences from the respective District Councils or Municipal Trading License from the respective Municipal Corporations/ Boards as the case may be.
- 21. The contractor must despatch the stores ordered by the cheapest means, unless otherwise directed. The stores shall be properly packed so that the packages bundles, etc., sustain no damage in transit. If any store is damaged in transit due to careless packing the contractor shall have to replace the same at

his own cost.

The contractor shall have to bear all expenses for packing, handling, carriage, insurance, freight, etc., upto the destination station.

- 22. The undersigned reserves to himself the power of rejecting any tender without assigning any reason therefore and does not bind himself to accept the lowest or any tender.
- **23.** The contractor is at liberty to tender for the whole or any portion of any group.
- **24.** Acceptance of the tender will be duly communicated by an Acceptance Note.
- **25.** Attested copy of a photograph of the quotationers (Suppliers).
- **26.** All documents must be attested by a Gazette Officer.

## Sd/-E. D. R. TARIANG, Director, Printing and Stationery, Meghalaya, Shillong.

### General Conditions of the Contract

- 1. This contract shall commence on the 1st April, 2021 or as soon thereafter as possible and subject to the conditions of the contract hereinafter set out, shall remain in force for & period upto 31st March, 2022. Unless earlier determined as hereinafter provided. In the event of the contractors being adjudged insolvent or having a receiving order or other order under an Insolvency Act, made against them or in the case of a company, or the passing of any resolution or making of any order for winding up whether voluntary or otherwise or in the event of the contractors failing to comply with, any of the conditions hereby below specified, the Director, Printing and Stationery, Meghalaya, Shillong, shall have power to terminate the contract without previous notice, in which case the contractors shall be liable to pay to the Director for any loss sustained but shall not be entitled to any gain on re-purchase.
- **2.** A person signing the Tender Form or any documents forming part of the contract on

behalf of another shall be deemed to warrant that he has authority to bind such other and if on enquiry it appear that the person signing had no authority to do so, the Director may without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages.

- 3. Responsibility for execution of the contract—(i) The contract shall remain entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the contract, notwithstanding any approval which the Director may have given in respect of the stores or materials or other parts of the work or workmanship involved in the contract or of tests carried out either by the contractors or by the Director.
- (ii) The contractors shall not sub-let or assign or let out on task work or piece work this contract or any part thereof without the prior written permission of the Director, which he shall be at liberty to refuse if he thinks fit.

The contractors shall, whenever, called upon to do so give full information regarding any work in hand. He shall answer promptly all enquiries as to delivery of urgent supplies. He shall also submit in writing when required to do the detailed explanations of the causes of non-delivery or late delivery of any store in arrear.

- 4. Assistance to Contractors—The contractor shall not be entitled to any assistance except recommendation where necessary in the procurement of raw materials required for fulfilment of the contract in securing transport facilities.
- 5. Security Deposit—Earnest money as stipulated at Serial No.7 will be converted into Security Money for the successful tenderers and for unsuccessful tenderers the earnest money will be released after finalisation of the contract. It is hereby declared that the contract is entered into under the orders of the Governor of Meghalaya for securing the performance of acts in which the public are interested and that accordingly the said security can be forfeited

by orders of the Director in the event of any breach or non-observance of any condition of the contract on expiry of the contract.

The said security shall be retained by the Director upto six months after the accounts of the contractor's bills have been finally settled to cover any incorrect or excess payment made of articles subsequently found after supply. No claim shall be levied against the Government in respect of interest on security deposit or depreciation thereof.

- **Note**:— "The above does not apply to those tenderers who have been exempted from making deposit by separate orders of the Government of Meghalaya".
- **6. Specification etc.** (i) Wherever possible the B.I.S. (I.S.I.) Specifications should be indicated. The stores shall be of the best quality and workmanship complying with the terms of the contract and in all respects to the satisfaction of the Director in particular and without prejudice to the foregoing conditions and in addition thereto.
- (ii) When tenders are called in accordance with particulars, the contractor's tender to supply in accordance with such particulars shall be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and no claim on his part which may arise on account of non-examination or insufficient examination of the particulars shall in any circumstances be considered.
- (iii) The contractor shall supply the stores strictly in accordance with the particulars unless any deviation is authorised as an exceptional case and expressly specified in the Acceptance Note.
- (iv) The mark "Government of Meghalaya, 2021-2022" shall be either embosed or engraved or indelibly printed as may be directed by the Director, on each article to be supplied.
- (v) If a specification exists, the sealed pattern or certified sample thereof will govern supply only to the extent of workmanship and finish.

- (vi) If a specification does not exist, the sealed pattern or certified sample thereof shall govern supply in all respects.
- (vii) When neither specification nor pattern is available to govern supply, the supply must be of quality, materials, pattern and workmanship which the Government of Meghalaya has agreed to accept and the contractor has undertaken to supply and when under these circumstances, a contractor's sample has been approved by the Director, the stores supplied must agree in all respects to such sample.
- 7. Sample—Sample submitted for any reason shall be supplied without charge and freight paid and without any obligation on the Government of Meghalaya as regards safe custody.

Not more than 1 sample shall be submitted in accordance with the instructions given in the invitation to tender. Tender submitting more than 1 sample shall have their tender application rejected.

If the contractor submits a sample with his tender, the same shall not govern the standard of supply except when it has been specifically stated in the Acceptance Note that it is accepted instead of any sealed pattern.

# Analytical reports on the samples shall not be supplied to the tenderers.

8. Packing— The contractor shall be responsible for the stores being sufficiently and properly packed for transport by air, rail steamer and road so as to ensure their being free from loss or damage on arrival at their destination. The packing of the store shall be done by and at the expense of the contractors.

Each bale or package shall contain a packing Contract and shall be marked by and at the expense of the contractor and all particulars must be distinctly marked (all previous irrelevant markings being carefully obliterated) with the consignee's name and address with gross weight, with the name of the contractor and with a distinctive number of

mark which is also to be shown, for the purpose of identification, or the contractor's packing account.

Each bale or package delivered shall bear the note quoting the Acceptance Note and/or supply order number and date and showing its contents in detail.

## 9. Quantity covered by the Contract—

The Director shall be at liberty at any time during the continuance of the contract to increase the quantity of the article to be supplied by not more than 33 1/3 percent or to reduce such quantity by not more than 33 1/3 percent and the altered quantity so declared shall be deemed to have been inserted in the contract in the place of the quantity therein appearing and the Director shall be liable hereunder to take such altered quantity only and the contractor shall be liable to supply such altered quantity only and shall not be entitled to make any claim against the Director on account of the change so made.

# 10. Delivery—The Contractor is to supply all articles and paper within 3 installments only in the financial year.

- (i) The time and the date of delivery of the store stipulated in the acceptance Note or Orders shall be deemed to be the essence of the contract and the delivery must be completed not later than the dates specified in the Acceptance Note or Orders.
- (ii) Should the contractor fail:—
- (1) to observe or perform any of the terms or conditions of the contract,
- (2) to deliver the goods of the approved quality and manufacturer (i.e., of such quality and manufacture as may be approved by the Director) in the quantities and by the dates specified in the orders, or
- (3) after being called upon by the Director to do so, to deliver the quantity of the articles by which any consignment shall have been found by the Director to be short, within the time allowed for the purpose by sub-clause (2) thereof, or

- (4) after being called upon by the Director so to do, to replace such of the articles as shall have been rejected by the Director within the time allowed for the purpose by sub-clause (2) hereof, the Director shall have power either—
- (a) to make as liquidated damages a deduction not exceeding five percent from the contract price of the goods deficient for each week or part of a week during which the default may continue. Provided that such deduction may not be made to such extent if the contractor satisfies the Director that such failure to deliver was due to causes beyond his control, or
- (b) to purchase elsewhere without notice to the contractor and at the risk of the contractor, the stores not delivered or others of a similar description where those exactly complying with the particulars are not in the opinion of the Director, which shall be final, readily procurable without cancelling the contract in respect of consignment or consignments not yet due for delivery, or
  - (c) to cancel the entire contract.

In the event of action being taken under (b) or (c) above, the contractor shall be liable for any loss which the Government may sustain on that account but the contractor shall not be entitled to any gain on re-purchases made against default nor shall the contractor have any claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagement or made any advances an account of or with a view to the performance of the contract.

- (iii) (a) As soon as it is apparent that contract dates cannot be adhered to for reason beyond the control of the contractor an application may be sent by the contractor to the Director for extension of the time of delivery with decided reasons therefore.
- (b) Without prejudice to the foregoing rights of such failure to deliver in proper time as aforesaid shall have arisen from any cause (including strikes, combination of workmen, fire,

- floods and accidents resulting in stoppage of work in the factory of the contractor) which the Director may accept as a reasonable ground for an extension of the time (and his decision shall be final), the Director may allow such additional time as he considers to be justified by the circumstances of the case on such terms as the Director may think fit including a term enabling the Director to obtain supplies elsewhere during the said period of extension.
- (c) Provided always that any failure or delay on the part of a sub-contractor whose employment may have been sanctioned shall not be admitted as a reasonable ground for any extension of time or for exempting the contractor from liability for any such loss or damages as aforesaid and provided further that no extension shall be allowed unless an application for it shall have been made.
- (iv) (a) Place of Delivery—The contractor shall pack, bundle, tie and deliver at their own cost including the cost of all packing materials the stores produced by them under the contract F.O.R./F.O.B.. destination station to the place or places detailed in the Acceptance Note or Order.
- (b) Intimation of Despatch—Intimation of despatch in regard to each and every consignment shall be made immediately to the consignee. The contractor shall further supply to the consignee a packing account quoting the acceptance note or supply order No. and date of all stores despatched. The R/R or B/L shall be forwarded to the consignee immediately after despatch of the stores otherwise the demurrage charges, if any, paid by the consignee will be recoverable from the contractor.
- 11. Inspection and Rejection (i) The contractor shall afford the Director all reasonable facilities for satisfying himself that the stores are being manufactured in accordance with the particulars and for this purpose the Director shall have free access at any time during the subsistence of the contract to the contractor's works and may require the

contractor to make arrangement for anything to be inspected at any other place and the contractor shall reserve a similar right, as regards any sub-contract he may make.

- (ii) The Director shall have the right to put all stores or materials forming part of the same or any part thereof to such tests as he may think proper for the purpose of ascertaining whether the same are in accordance with the particulars, and to cut out or off and/or destroy a portion from each delivery for such purpose without prejudice to this right.
  - (a) If the test proves satisfactory and the consignment is accepted, the quantity of the stores or material, expended in the test will be deemed to have been delivered.
  - (b) If the stores or materials fail in the test and the consignment is rejected, the quantity expended in the test will be treated as not having been delivered.
- (iii)(a) The Director shall have power to reject any stores submitted as not being in accordance with the particulars.
- (b) The Director reserves to himself the right to reject the stores that may have been accepted if on a subsequent date but not later than 45 days from the date of taking delivery of the consignment by the consignee at the destination station, these are found, on re-test to be satisfactory, provided however that this power shall not be exercised in the case of articles or stores which are liable to deterioration after passing the hands of the contractors into the custody of the Store-keeper and that this power is exercised only in the case of articles which are inspected by sampling. The contractor shall, in this event be liable to replace the goods free of cost or reimburse to Government the value thereof.
- (c) In the event of the discovery of any defect due to the fault of the contractor, he shall be bound if called upon to do so, to rectify such defect or replace the goods at his own cost, to the satisfaction of and by the time fixed by the Director.

- (d) In case any of the stores or goods are found to be defective or are not in accordance with the specification and sample, then and in any such case, the Director may at his discretion accept the same and shall be entitled to deduct from the price of such stores or goods such sum as he considers reasonable to compensate the Government of Meghalaya in respect of the loss, inconvenience, damage or extra expenditure caused to or suffered by reason of such defect or deviation, notwithstanding the fact that such stores may have been consumed or utilised in whole or in part before inspection and formal acceptance by the Director. The decision of the Director as to the nature and extent of the defect or deviation from the specification and sample and the amount of deduction in the price to be imposed as aforesaid in connection with such rejected store shall be arrived at on the information and materials available to him without reference to the contractor and shall be final and binding on the contractor.
- (iv) If any stores are rejected aforesaid without prejudice to the foregoing provision the Director shall be at liberty:—
  - (a) allow the contractor to supply others stores in replacement of those rejected within a time specified by the Director, the contractor bearing the cost of freight for such replacement without being entitled to any extra payment therefore, or
  - (b) buy the amount of the stores rejected or other of a similar nature elsewhere at the risk, and cost of the contractor without effecting the contractor's liability as regards supply of any further consignment due under the contract, or
  - (c) terminate the contract and recover from the contractor the loss Government may thereby suffer.

In cases (b) and (c) the contractor shall also repay to Government any expenditure they incurred in respect of freight on the rejected Stores.

(d) The Director's decision as regard rejections as aforesaid shall be final and binding on the parties. The contractor

shall not be entitled to any gain on repurchase.

- (v) If considered desirable by the Director, rejected stores, will be marked with a small rejection mark, so that they may be easily identified if resubmitted and the contractor shall not be entitled to claim anything on that account.
- (vi) If there shall be short delivery in any consignment of articles, as to which shortage the certificate in writing of the Director shall be final and conclusive against the contractor, the contractor shall, within one month after the date of such certificate, deliver such further quantity of the same description and quality of article as may be necessary to make up the deficiency. The Director shall not be liable to prefer any claim on account of such shortage to the carrier or any other third party and the bills of the contractors will be settled after deducting the value of the articles found short if the shortage is not made good within one month.
- (vii) Any stores submitted for inspection and rejected by the Director must be removed by the contractor within one month from the date of receipt of information of the rejection. Such rejected stores shall lie at the contractor's risk from the date of rejection and if not removed within the time given, the Director shall have also the right to return the store freight to pay at the contractor's risk to his last known address or to dispose of such store as he thinks fit. Any loss incurred by the Government is recoverable from the contractor.
- 12. Recovery of sums due—Whenever under this contract any sum of money is recoverable from and payable by the contractor the Government shall be entitled to recover such sum by appropriation in part or whole the security deposited by the contractor. Should the security be not sufficient to cover the full account so due to Government the balance shall be deducted from any sum then due or which at any time may become due to the contract under this or any other contract with the Government.

### 13. Prices—

- (A) The price quoted by the contractor shall not ordinarily exceed the controlled price if any, fixed by the Government or a reasonable price which it is permissible for him to charge a private purchaser for the same class and description of goods under the provision of any law for the time being in force. The prices quoted for each of the items in the schedule shall include all the charges for storing, packing, handling, freight and such other incidental charges up to the station of destination (Shillong, Tura and Jowai) and inclusive of GST etc.
- **(B)** Rates once submitted will be final for the whole financial year and no representation for enhancement of rates on the ground of increase in the market price will be entertained. The Tender can be extended in the same rates, Terms and conditions, with duly consent from both the parties.
- 14. General—Any notice required to be given to or served upon the contractor under any of the provisions hereof shall be deemed to be sufficiently served if handed to him or when the contract is to be performed by two or more persons as partners to all or any of such partners, or addressed to the contractor or to all or any such partners aforesaid and left at or by post addressed to the usual or last known place or places of abode or place of business of the contractor or all any such partner aforesaid.
- 15. Payment—Unless otherwise agreed between the parties payment for supply of stores will be made on submission of bills on the bill forms or in accordance with the instructions given in supply orders. Every bill must be supported by inspection notes and receipt vouchers given by the consignee. Any deduction to which the contractor is liable under this or any other contract with the Government shall be made from the amounts due to the contractor against the bills.
- **16.** The Director may delegate by a certificate in writing signed by him any or all the powers reserved to him under this agreement

to any Gazetted Officer of the Directorate of Printing and Stationery, Meghalaya, except the power given to him by clause 17 and 18 hereof and the decision of such Officer shall be valid as those of Director and everything required to be done with the permission of the Director may be done with the permission of such Officer.

- 17. Notwithstanding anything herein contained the Director shall be at liberty without any consent on the part of the contractor to order purchase or procure any stores elsewhere and from any other person or source than the contractor if in any particular case or cases from time to time he shall consider it necessary or expedient in the interest of the public business (of which necessity or expediency the certificate of the Director shall be final and conclusive against the contractor) so to do.
- 18. Break Clause—The Director shall, in addition to his power under other conditions to determine the contract, have power to determine the contract at any time by giving one month's notice in writing to the contractor of his desire to do so and upon the expiry of the notice, the contract shall be determined without prejudice to the rights of the parties accrued to the date of determination but subject to the operation of the following provisions of this condition—
- (i) In the event of such notice being given, the Director shall be entitled at any time before the expiry of the notice to direct the contractor, to complete and deliver in accordance with the contract the whole or any part of an order or orders not delivered at the expiry of the notice and to deliver the same at such rate as may be mutually agreed upon or in default of agreement at the contract rate. All goods delivered by the contractor in accordance with such directions and accepted shall be paid for at the contract price.
- (ii) In the event of such notice being given and of the contractor having reasonably performed all the provisions of the contract binding upon him upto the date of expiry of the notice and any directions given to him under sub-paragraph (i) of this condition, the Director shall indemnify the contractor against any commitments, liabilities or expenditure which in the opinion of the Director are reasonably and properly chargeable by the contractor in connection with the contract to the extent to

which the Director is satisfied that such commitments, liabilities of expenditure would otherwise represent an unavoidable loss by the contractor by reason of the termination of the contract.

- (iii) If in any particular case hardship to the contractor should arise from the operation of this condition, it shall be open to the contractor to refer the circumstances to the Director who on being satisfied that such hardship exists, shall make such allowance, if any, as in his opinion is reasonable.
- (iv) The Director shall not in any case be liable to pay under the provisions of this condition any sum which when taken together to the any sums paid or due or becoming due to the contractor under the contract shall exceed the total price of the goods specified in the Schedule payable under the contract.
- (v) The contractor shall, in any sub-contract made by him (with the written permission of the Director) in connection with or for the purpose of the contract, obtain orders to determination such sub-contract in the event of the determination of the contract by the Director under this condition upon the terms of the said condition subject only to the necessary modification.
- (vi) Requests for enhancement of rates during contract period will not be considered under any circumstances.
- 19. All disputes, differences and questions arising out of or in any way touching or concerning this Agreement whatsover shall be referred to the arbitration of any person nominated by the Chief Secretary to the Government of Meghalaya. The award of such arbitration shall be final and binding on the parties to this Agreement and this shall be deemed to be a reference to arbitration within the meaning of the Indian Arbitration Act, 1940, or any statutory modification or re-enactment therefore for the time being in force, the provisions whereof shall apply as far as applicable.

Sd/-E. D. R. TARIANG, Director, Printing and Stationery, Meghalaya, Shillong.

# TENDER FORWARDING LETTER

(Under Annexure-I)

	Contractor's Address
	Telegraphic Address
From	Mobile No
	Telephone No
	Email:
То,	
The Director, Printing and Stationery, Meg	halaya, Shillong.
Dear Sir,	
schedule hereto or such portion thereof as you prices given in the said schedule and agree to ho	or, Printing and Stationery, the stores detailed in the may specify in the acceptance of the tender at the ld this offer open till the 31st March, 2022 or as soon communication of acceptance despatched within the
herein enclosed and have thoroughly examined t	to tender and the General Conditions of the Contract he specifications quoted in the schedule hereto and quired and my/our offer is to supply store strictly in
3. I/We have submitted all supporting doc Officer(s).	cuments duly attested by competent Gazette
4. The following pages have been added	to and form part of this tender.
	(Yours faithfully),
Name in Cap	(Signature of tenderer)
Address	Dated 2021.
Address	Signature of witness
Name in Cap	ital Letters:

**NOTE:-** Strict compliance with paragraph 1 of the invitation to tenderers essential. The names of the signatories should also be given in block letters below their signature.

# SCHEDULE OF STATIONERY ARTICLES (Sample must be submitted for each item and the trademark of the sample to be quoted in the remark column against item).

Sl.No	Description of articles	Units	RATES			Remarks
1	2	3	4	5	6	7
			Shillong	Tura	Jowai	
	GROUP I					
1.	Pencil/T.W. Carbon Paper 41 X 33 cms(Plastic base) Blue/Black	Per Packet of 100 sheets				1. For units of reams/packets
2.	Pencil/T.W. Carbon Paper 20.5 X 33 cms(Plastic base) Blue/Black	Per Packet of 100 sheets				etc., sample to be furnished in one full ream/
3.	Ink black 44cc for use in duplicating machine 454 gms in a tube.	Per Tube				packet, and in original packet
4.	Ink black 44cc for use in duplicating machine 454 gms in a Tube (Liquid).	Per Tube				with trademark.  2. Only 1
5.	Stencil Waxless indestructible	Per Quire				sample can be
6.	Brown Tape 2" (40 metres in a roll)	Per Roll				furnished quoting corres-
7.	Cello Tape Transparent 1-inch (40 metres in a roll)	Per Roll				ponding rates.

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Sl.No.	Description of articles	Units		RATES		Remark
1	2	3	4	5	6	7
			Shillong	Tura	Jowai	
	GROUP II					
8.	Paper Weight (Decorated)	Per No.				
9.	Needle Large for Sewing Gunny bag	Per No.				
10.	Needle Medium for Sewing Book	Per No.				
11.	Eraser for Draftsman (6 nos. in a packet)	Per No.				
12.	Pencil colour	Per Box				
13.	Pencil drawing (10 Nos. per box)	Per Box of 10 pencil				
14.	Chalk Pencil White (Box of 50 sticks)	Per Box				

Sl.No.	Description of articles	Units		RATES		Remarks
1	2	3	4	5	6	7
			Shillong	Tura	Jowai	
	GROUP III					
15.	Pencil coloured Red/Blue (10 Nos. per box)	Per Box				
16.	Pencil Reporter (10 Nos. per box)	Per Box				
17.	Ruler Wooden Round 18" Long (45.5 cms x 8.5 cms)	Per No.				
18.	Ruler flat Plastic (12") 304.8 mm	Per No.				
19.	Pen Stand for Officer	Per No.				
20.	Scissors 20 mm (8 inches)	Per No.				
21.	Budkin (Pocker)	Per No.				
22.	Pin in packet	Per Packet of 60 gms				
23.	Call Bell Spring fitted	Per No.				
24.	Docket Punch for Punching Stamp	Per No.				
25.	Pad self-inking for Rubber Stamp	Per No.				
26.	Paper clip ordinary 7.5 cms (3")	Per No.				
27.	Paper clip gem pattern (100 Nos. a box)	Per Box.				
28.	Jute Twine (Suttly)	Per Kg.				
29.	Pin Cushion (Superior) Magnetic	Per No.				
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Sl.No.	Description of articles	Units		RATES		Remarks
1	2	3	4	5	6	7
			Shillong	Tura	Jowai	
	GROUP IV					
30.	Sealing wax red superior (450 gram per packet)		Per Pac	ket		
31.	Candle stick 1cm dia X 19cm	Per Pkt. of 6pcs				
32.	Gum liquid 150 ml. a bottle	Per No.				
33.	Tape white-12.7mm $(\frac{1}{2})$ wide—30 metres a roll	Per Roll				
34.	Punching machine to make two holes	Per No.				
35.	Desk Knife (Small) 76 mm (3") Blades	Per No.				
36.	Stappling Machine 24/6	Per No.				
37.	Stappling Wire 24/6	Per box				
38.	Stappling machine 23/17	Per No.				
39.	Stappling Wire 23/17 (1000 Nos. in a box)	Per box				
40.	Stappling machine 26/6	Per No.				
41.	Stappling Wire 26/6 (1000 Nos. in a box)	Per box				
42.	Stappling Machine 10	Per No.				
43.	Stappling Wire 10 (1000 Nos. in a box)	Per box				
44.	Twine hemp, 100 grams a ball	Per No.				
45.	Hessian Cloth	Per Metre				
46.	Thread white in reel for sewing books	Per No.				
47.	Long cloth 1 metre width	Per Metre				
48.	Rexine 1 metre width	Per Metre				
49.	Cloth tracing continous 106.5 cms. x 18m. a roll	Per Roll				
50.	Binding Cloth 1 metre width	Per Metre				

Sl.No.	Description of articles	Units		RATES		Remarks
1	2	3	4	5	6	7
			Shillong	Tura	Jowai	1
51.	Tracing paper 60/65cms, (42")	Per Roll				
	106 cms.x 18 metre a roll.					
	GROUP—V					
52.	L Shaped File	Per No.				
53.	My clear File	Per No.				
54.	Stick File.	Per No.				
55.	Tag Cotton 32.5 cms (12") long	Per No.				
56.	Ball point pen (Pocket type) (10 Nos. in a box)	Per Box				
57.	Ball point refills, Blue, Black, Red and Green	Per Packet				
58.	Ball point pen (Desk type) (10 Nos. in a box)	Per Box				
59	Ball point pen (Desk type) refill Blue, Red,	Per Packet				
60	Ink violet for Rubber Stamp 60cc a phial	Per No.				
61.	Sticky pad for highlighting (Sets of 5 colours)	Per No.				
62.	Short Hand Note Book	Per No.				Sl. No. 56, 58
63.	Glue Stick 8 grms.	Per No.				& 64, 69 & 70
64.	Marker Pen (Permanent) with Directorate of Printing	Per No.				should have
	and Stationery printed on the body.					branding "Printing &
65.	Highlighter (In set) of 5 colours	Per Set				Stationery"
66.	Sponge Piece	Per No.				Meghalaya.
67.	White cum green Board	Per No.				
	(a) 2' by 3' (b) 3' by 4' 6' by 4'					
68.	White correction pen 7 grms.	Per No.				
69.	Marker pen for white Board	Per No.				
70.	Compact Disk (CD) Marker	Per No.				
71.	Binders Clip (12 nos. in a packet) - (a) 51mm (b) 32mm (c) 19mm	Per Packet	l			

# TENDER FORWARDING LETTER (Under Annexure-II)

	Contractor's Address
	Telegraphic Address
From	Mobile No
	Telephone No
	Email :
То,	
The Director, Printing and Stationery, Meghalaya, Shillong.	ghalaya, Shillong.
Dear Sir,	
I/We hereby offer to supply to the Director, Printing and Stationery, the stores detailed in the schedule hereto or such portion thereof as you may specify in the acceptance of the tender at the prices given in the said schedule and agree to hold this offer open till the 31st March, 2022 or as soon thereafter as possible. I/we shall be bound by a communication of acceptance despatched within the prescribed time.	I/We hereby offer to supply to the Director, Printing and Stationery, the stores detailed in edule hereto or such portion thereof as you may specify in the acceptance of the tender rices given in the said schedule and agree to hold this offer open till the 31st March, as soon thereafter as possible. I/we shall be bound by a communication of acceptance shed within the prescribed time.
2. I/We have understood the instructions to tender and the General Conditions of the Contract herein enclosed and have thoroughly examined the specifications quoted in the schedule hereto and am/are fully aware of the nature of the store required and my/our offer is to supply store strictly in accordance with the requirements.	2. I/We have understood the instructions to tender and the General Conditions of the ct herein enclosed and have thoroughly examined the specifications quoted in the le hereto and am/are fully aware of the nature of the store required and my/our offer is ly store strictly in accordance with the requirements.
<ol> <li>I/We have submitted all supporting do Officer(s).</li> </ol>	<ol> <li>I/We have submitted all supporting documents duly attested by competent Gazette Officer(s).</li> </ol>
4. The following pages have been added to and form part of this tender.	to and form part of this tender.
	(Yours faithfully),
Name in Capital Letters:	(Signature of tenderer)
Address	Dated2021.
Address  Name in Capital Letters:	Signature of witness
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NOTE :-Strict compliance with paragraph 1 of the invitation to tenderers essential. The names of the signatories should also be given in block letters below their signature.

ANNEXURE - II
SCHEDULE OF STATIONERY PAPER (Sample must be submitted for each item and the trademark
of the sample to be quoted in the remark column against item).

Sl. No.	Description of paper	Weight per ream	Size per ream	GSM	Rate to be quoted
1	2	3	4	5	6
1.	Duplicating paper	2.3 Kg.	20.5 x 33 cms.	60 gsm.	Per Ream
2.	Type Writing paper	1.5 Kg.	20.5 x 33 cms.	45 gsm.	Per Ream
3. *	(a) Xerox paper (A-4) (for use in lazer printer)	2.3 Kg.	21 x 29.7 cms.	75 gsm.	Per Ream
	(b) Xerox paper (A-3)	4.6 Kg.	42.5 x 33 mm.	75 gsm.	Per Ream
4.	Azurelaid paper	10.4 Kg.	43 x 69 cms.	70 gsm.	Per Ream
5.	White Printing paper	8.9 Kg.	43 x 69 cms.	60 gsm.	Per Ream

<sup>\*</sup>Outer Cover should be sealed Government of Meghalaya, Shillong, issued by the Directorate of Printing and Stationery, Meghalaya, Shillong.



