

OFFICE OF THE DIRECTOR GENERAL OF POLICE
MEGHALAYA<>>SHILLONG

RE-TENDER NOTICE

FOR SUPPLY OF RATION TO POLICE DOG SQUAD AT TURA FOR THE YEAR
2013-2014

1. Sealed Tenders affixing non-refundable Court Fee Stamp of Rs. 25/- (Rupees twenty-five) only are invited for supply of the following items for the financial year 2013-2014 (w.e.f. 01.04.2013 to 31.03.2014). These will be received upto 1200 hrs of 28th Febuary, 2013 and will be opened immediately thereafter.

For Supply of rations to Police Dog Squad, at Tura: The Tenderers must quote rate for Rice per Kg, Beef per Kg, Milk per litre, Eggs per dozens and Loaf per piece.

Payments to the Contractor for their supply of Rations to Police Dog Squad will be made by the Spl. Superintendent of Police (CID), Meghalaya, Shillong after rations bills are countersigned by the AIG (Admn.), Meghalaya, Shillong.

2.

(a) Any commodity which is not controlled/price controlled at the time of publication of this Tender Notice or submission of the Tender, but is controlled/price controlled subsequently during the currency of the contract, will have to be supplied by the Successful Tenderers (viz. appointed Contractors) at whole sale controlled price/controlled rates as the case may be (exclusive of the cost of container) so long the controlled/ price controlled over such commodity remains operative and if the control is again lifted the item supplied will be paid at schedule contract rates.

(b) All contracts will be for net weight of ration commodities only. No claims for payment of the cost of the container/ Bag will be entertained.

(c) The contract when awarded will remain operative upto 31/03/2014 subject to the conditions under clause 6(c) and 7(a).

(d) In the interest of the finance and the administrative suitability in public interest the D.G. of Police, Meghalaya may extend the operation of the contract beyond 31/03/2014 till 30th May, 2014 and in that case the contractor will be bound to supply contracted items of rations at the contracted rates under the same terms and conditions of the Tender Notice and Contract Agreement.

3. All Tenderers must submit along with the Tender all the documents mentioned below, copies of which is duly attested by a Gazetted Officer and without which the Tender is liable to be rejected.

(a) An attested copy of photograph of the Tenderer.

(b) An undertaking that the supply/work will be carried out by the Contractor/Tenderer himself/herself.

(c) Sales Tax Clearance Certificate, Professional Tax Certificate, Value Added Tax (VAT) Registration Certificate and Tax Identification Number (TIN) of the firm from the concerned Department.

- (d) In respect of Non-tribal firms/suppliers; Trading Licence obtained from District Council authority alongwith the Tender, in case their business establishment is located within the jurisdiction of District Council.
 - (e) A financial stability certificate from the Deputy Commissioner, 1st Class Magistrate or of the Scheduled Bank certifying that the Firms/Suppliers is capable to undertake the supply/work.
 - (f) Tax Clearance Certificate from the Superintendent of Taxes, Meghalaya, Shillong.
 - (g) Up-to date certificate issued by Health Inspector, Health Department in respect of food adulteration.
4. (a) Tenders are to be submitted on typed forms. However handwritten Tenders written neatly and clearly will be considered valid.
- (b) Tenders should be dropped in the Tender Box of this office. Tenders received after the fixed time above will not be accepted. The Tender must be sent under a strong cover, securely fastened and sealed with distinctive device conspicuously marked as 'Tender for Supply of Ration to Police Dog Squad at Tura, during the year 2013-2014 to the AIG (Admn.), Meghalaya, Shillong and not by name.
- (c) Any alteration made in the Tender before submission must be signed by the tenderer, failing which tender will not be considered. No alteration or modifications of rates will be allowed after the tenders have been submitted.
- (d) Tenderers should fill up his / her / their rates both in words and figures in the Tender Forms for each item, the rates in the Tender must be in terms of Rupee and paise. The selected Contractors will have no claim for compensation if any duty or tax inforce in respect of the contracted commodities is increased during the currency of the contract, or any fresh duty or tax is imposed or variations made in the existing freight charges.
- (e) All Tenders must quote only one rate for each articles of ration.
- (f) Tax at source will be deducted from the approved Contractor's bill as per rate applicable for taxable items by unit offices concerned.
- (g) At the time of opening the Tender, should there be any objection raised by Tenderers/representatives present as to the validity on any Tender, the objection will be duly recorded and will be put up to the Purchase Board for consideration. The decision of the Purchase Board on such objection will be final and binding.
- (h) The Director General of Police, Meghalaya is not bound to accept the lowest Tender rate and reserves to himself the right to reject any or all Tenders without assigning any reasons thereof.
5. All Tenders must affix their signature and date on the Tender Form with their full address.
- a. If the Tenderers represent a company, such Tenderers must submit alongwith their Tenders a certified copy of the registration of their firm under the Company Act and a copy of their partnership deed. Registration number shall invariably be quoted in their Tender along with their signature.
 - b. When a Tender is submitted by Company all partners of the Company will be required to sign their Tender or else, a power of attorney should be submitted for inspection otherwise such Tender will stand rejected.
 - c. The Tenderers must submit with the Tenders a sum of .500/- for Ration to Police Dog Squad.Tura as Earnest Money in favour of the Asstt. Inspector General of Police (Admn.), Meghalaya, Shillong, Non-pledging in favour of Asstt. Inspector General of

Police (Admn.), Meghalaya, Shillong will render the Tender as rejected. Non-submission of full Earnest Money as specified may, render a Tender as invalid. Asstt. Inspector General of Police (Admn.) has in such cases the right to consider or reject.

The Earnest Money may be in one of the following forms:-

- (i) Government Securities.
 - (ii) Postal Saving Accounts.
 - (iii) Deposit at Call/Fixed Deposit Receipt from a recognized Bank.
 - (iv) No cheque or cash will be accepted as Earnest Money. No Security Deposit which has been furnished in connection with previous contract will be accepted as Earnest Money. The details of the Earnest Money deposited must be shown in Tender.
 - (v) Scheduled Castes/Scheduled Tribes and other backward classes Contractors may deposit Earnest Money at 50% of the above amount of Rs. 5000/- and Rs. 500/-
6. (a) The successful Tenderer will be intimated by a letter of acceptance by the Asstt. Inspector General of Police (Admn.), Meghalaya. Till then no Tenderer has any right to assume that his / her Tender has been accepted and if any expenditure is incurred by any Tenderer in anticipation of issue of a letter of acceptance, there shall be no claim whatsoever for compensation.
- (b) Successful Tenderers will have to sign a contract agreement and must abide with the terms and conditions laid down in the Tender Notice and Contract Agreement before supply is made.
- (c) In the event of Contractors failing to perform his / her part of the contract to the satisfaction of the Department or disregard any terms or condition of the Tender Notice or the Contract Agreement the contractors shall be liable to any or all of the following actions at the discretion of the Director General of Police, Meghalaya.
- (i) Forfeiture of Security Deposit in whole or part.
 - (ii) Making good of the loss caused to the Govt. through the inability, neglect or delay in complying with any demand.
 - (iii) Cancellation of the Contract within 30 days notice to the Contractors
- (d) All losses sustained by the Govt. due to failure, omission or neglect of the Contractor, may be realized from his / her Security Deposit and outstanding dues or any other sums which may be due to his / her from the concerned Controlling Officers.
- (e) The Successful Tenderers when appointed as Contractor will have to make their own arrangements for delivery to the District Headquarters. No claim in any form and on any account for transport charges etc. will entertained by the Government.
7. (a) In the event of rejecting, failing, declining, neglecting or delaying to comply with any demand or requisition, the officer operating the contract, shall be at liberty (without prejudice of any other remedy the Department may have on account of any claim for compensation against loss and inconvenience caused by such breach) to order purchase or to procure or to arrange from Govt. stock or otherwise at the expense of the Contractors. Such Officer operating the contact

from his Security Deposit and outstanding dues or any other sums which due to him/her for the concerned or any other District / Unit of the Department.

- (b) The Director General of Police, Meghalaya may rescind forthwith any Contract in writing if :-
- (i) A contractor assigns or sublets any Contract without his approval.
 - (ii) The Contractor or his Agent or Servants shall be guilty of fraud in respect of the Contract or any other contract entered into the Govt.
 - (iii) The Contractor declines neglects or delays to comply with any demand or requisition or in any other way fails to perform or observe any condition of the contract.

In case of such rescission, the Security Deposit in part or full at the discretion of the Director General of Police, Meghalaya, Shillong shall stand forfeited and be absolute at the disposal of Govt. without prejudice to any remedy or action that the Govt. may have to take in terms of clause 7 (a). In case of such rescission the Govt. shall be entitled to recover from the Contractor any extra expenses the Govt. may be put to in obtaining supplies from elsewhere, in any manner mentioned in clause 7 (a) thereof, for the remainder of the period for which the Contract was entered into.

If a Contractor / Firm willfully neglects / fails to perform or observe any condition of Contract or attempts to cheat or indulge in foul practice with the motive of making undue gain, the Director General of Police, Meghalaya may impose ban/blacklist upon such Contractors/Firm for all future business with the Department.

Contractors are bound to supply items of Ration for which contract are concluded. Substitute in lieu may be issued as and when it is warranted at the discretion of the Officer operating the contract.

8. (a) The Earnest Money of successful Tenderer will be returned as soon as the Security Deposit has been furnished, unless it is used as part of the Security Deposit. In respect of the unsuccessful Tenderers unless forfeited, it will be returned immediately after final rejection of the Tenders.
- (b) A formal letter of acceptance of the Contract will only be issued on production of required Security Deposit. Appointed Contractor will have to furnish Security Deposit in favour of Asstt. Inspector General of Police (Admn.), Meghalaya before execution of Contract. Seven (7) percent of the total values of the Contract calculated on the basis of approximate annual requirement of ration to be supplied by the particular Contractor will have to deposit as Security Deposit. In case of contract exceeding Rs.50,000/- may be accepted in the following manner :-
- (i). Fifty percent of the total amount of Security Deposit to be furnished before commencement of the contract.
 - (ii). Balance fifty percent in one instalment within 3 months of commencement of contract.
 - (iii). When the contract value does not exceed Rs.50,000/- the approved Tenderer will be required to submit the Security Deposit in full before execution of the Contract.

If the Tenderer fails to deposit the Security Deposit in time, the Earnest Money deposited by him/her shall at the discretion of the Director General of Police, Meghalaya be liable for forfeiture.

- (c) The Security Deposit will be released (if not forfeited to the Govt. or not adjusted against risk purchase) to the contractors immediately after successful completion of the Contract provided that the contract operating officers are satisfied with the accounts and performance of the contractors and that all accounts of the Contractors are clear and no demand in any form is outstanding or likely to be outstanding against the Contractors after the expiry of the date of operating of contract.
- (d) If any Tenderer withdraws his / her Tender before the date as specified above or the Tenderer refuses to enter into contract when awarded or fails to sign Contract deed, within the stipulated time after depositing Security Deposit as intimated to him / her, the Earnest Money deposited by him / her will be forfeited to Govt. and the Tenderer will be debarred from Tendering for any supply contract with Meghalaya Police for a period of 2 (two) years.
9. All articles must be of best quality. Rations of inferior quality considered below standard by the Indenting Officer, will be rejected. All rejected articles will be removed by the Contractors at his own cost immediately. The Administration shall not be in any manner to pay the Contractor expenditure or compensation for doing so.
10. All articles of rations will be subject to test by Government Analyst. The contract operating officers may whenever they consider necessary send samples of any item of food stuff to the Government Analyst for examination. In case chemical analysis reveals food adulteration, action will be initiated against the concerned supplier as per law.
11. The Contractor will have no claim for compensation in case any duty or tax is increased in respect of the contract commodities during the currency of the contract or any duty/ tax.
12. Some samples from the bulk supply made by the contractors at any time during currency of the contract may be sent for chemical examination under the Food Adulteration Act. In case the samples are found to be contaminated the concerned supplier will be terminated without notice with forfeiture of security deposit and other action as per law will be initiated against the supplier.
13. The acceptance or rejection of the Tender rest finally with the Director General of Police, Meghalaya who reserve the right of rejecting any Tender or any item in a Tender or any Schedule without assigning any reason thereof. The lowest Tender may not necessarily be accepted and the decision of the Director General of Police, Meghalaya, Shillong in this regard will be final and binding. The Director General of Police, Meghalaya, Shillong may carry out negotiation with any Tenderer for reduction of rates before finalization of the contract. The following instructions are required to be adhered to:-

- (a) Tenders once submitted should hold good upto 30/06/2013. In case it is decided by the Director General of Police, to refloat / call for additional Tender, the Tender already submitted will remain valid for a period of 90 days from the date of opening of refloat Tenders / additional Tenders irrespective of the fact whether such date falls beyond 30th April, 2013. Such refloat Tenders / additional Tenders should remain open for acceptance for 90 days from the date of opening of the Tenders. However, if considered necessary original / refloat Tenders beyond the stipulated period as above, will be considered subject to the willingness of the Tenderers.
 - (b) No voluntary offer of reduction of Tender rates will be considered as valid.
 - (c) If asked by the Director General of Police, Meghalaya for reduction of the rates the Tenderers will be required to intimate their reduction offer or otherwise in writing within the specified date.
 - (d) Successful Tenderers will have to furnish required Security Deposit before 30th March, 2013 or any other date as may be intimated to the Tenderer failing which it will be treated as refusal on the part of the Tenderer to enter into contract and such Tender will be liable for forfeiture of Earnest Money and to be debarred from the Tendering for a period of 2 years in this Department.
14. (1) The requirement shown in the Schedule are only approximate and are given only as a rough guidance. No claim for compensation will be made or entertained in case the quantity be over drawn or not drawn at all. All indents for supply must be complied with by the Contractor without question raised.
- (2) No claim for any compensation in any form will be entertained in case any contracted items of Ration are not drawn from the appointed contractors for certain periods in the interest of State economy.
 - (3) The appointed Contractors shall supply rations during the currency of Contract at rates agreed to in the contract Agreement. During the currency of contract the Contractors cannot claim for the enhancement of contracted rates.
Contractors or their representatives employees will remain all along present at the delivery Station to honour day to day indents for supplies of contracted rates.
 - (4) All appointments of the Contractors for supply of ration will be subject to verification of antecedents and will be liable to cancellation in case adverse report of antecedents comes to light as a result of such verification.
 - (5) A contract may be terminated by the Director General of Police, Meghalaya giving 20 days notice in writing without assigning any cause and contractors will have no right to terminate contract during the currency.
 - (6) Contract should be run by the appointed Contractors themselves. No power of delegating or merger of contract in favour of any individual or firm shall be accepted.
 - (7) Payment to the Contractors for their supplies shall be made by the Controlling Officers concerned after ration bills are countersigned by the Asstt. Inspector General of Police (Admn.), Meghalaya, Shillong.
15. Any incomplete Tender or a Conditional Tender will not be accepted and shall be rejected.

16. In the interest of Finance of the State the item of Ration may be obtained at any place and for any period from Govt. sources at the discretion of the Director General of Police as the case may be under direct departmental arrangement. Any or all of the items may not be drawn from the Appointed Contractors and this ration will be obtained from Govt. sources for the duration of such contingency. When any of the items is not available in sufficient quantities from the appointed sources to meet the full requirements, the appointed contractor will be required to supply the remaining requirements of any or all these items and will be paid for at the contracted rates for those items supplied by them.
17. Similarly no claim for any compensation in any form will be made or entertained in case the requirement of any contracted item/items of rations are not drawn in part or in full from the appointed contractors on account of alternative arrangement made by the Department for procurement of such items of rations in the interest of State economy.

Sd/-
Asstt. Inspector General of Police, (Admn.),
Meghalaya, Shillong.

Memo No. MS/VIII-I/2013-2014/58,

Dated Shillong, the 31st January, 2013.

N.B. Please

1. Rates should be quoted FOR destination.
2. Meghalaya Sales Tax or other taxes applicable must be quoted separately.
3. Earnest money should be submitted.
4. Upto date Sales Tax Clearance Certificate VAT registration certificate to be furnished.
5. Trading Licence in case of non-tribal firms/suppliers whose business establishment fall under the jurisdiction of the District Council.
6. Upto date financial stability Certificate from the competent authority to be furnished.
7. Tenders Should be properly sealed.
8. Covers should be conspicuously marked
9. Tender for supply of Ration to Police Dog Squad at Tura for the year 2013-2014.
10. Tenders which do not meet any of the above requirement are liable to be rejected.

TENDER FORM

To,

The Asstt. Inspector General of Police, (Admn),
Meghalaya, Shillong.

Subject: **Tender for supply of Ration to Police Dog Squad at Tura for the year 2013-2014 (w.e.f. _____ to _____).**

Sir,

In response to your Tender Notice dated _____ I/We have the honour to submit my/our Tender as follows: -

1. Earnest Money:- Rs. 500/- deposited as per Deposit Receipt No. _____ dated _____ is attached herewith for Dog Squad (as the case may be).
2. Security of deposit :- 7% of the total value of the contract will be deposit in accordance with the Tender Notice.
3. Place of delivery:- Delivery will be made at Police Dog Squad at Tura as indented by the Indenting Officers. No extra charges will be charged for delivery of ration.
4. We/I agree to accept part tender on item-wise rates as ordered by you.
 - (a) I do hereby agree to abide by all the terms and conditions of the Tender Notice dated _____ issued by you for Supply of Ration to the Meghalaya Police Dog Squad during the year 2013-2014 in response to which I submit Tender herewith.
 - (b) The undersigned do hereby also agree on acceptance of my Tender period of the Currency contract as per your instruction laid in the Tender Notice dated _____

Signature of Tenderer.

Full Address:-