

OFFICE OF THE DIRECTOR::MPRO
MEGHALAYA::SHILLONG

TENDER NOTICE

Sealed tender affixing non-refundable court fee stamp of Rs.300/-(Rupees three thousand) only are invited from bonafide, established, reputed manufacturers or their authorised dealers for entering into the rate contract for supply of:

"BATTERY"

as per the Technical Specifications, Terms and conditions laid down in the Tender notice.

Terms and Conditions

1. Items offered must be of reputed companies/manufacturers and should meet with all the specifications as those given in Annexure. Tender should be accompanied with catalogue, warranty/ guarantee or any related papers & will be received upto 1400 hrs. on the 21st March 2011 and will be opened on the same day at 1500 hrs. Bidders or their authorised representatives are invited at the time of opening of the tender. Tenders received after 1400 hrs. of 21st March 2011 by hand or by post will be summarily rejected.
2. Tender must be accompanied by:-
 - (a) Affixed non-refundable court fee stamp of Rs.300/-.
 - (b) Earnest money of Rs.8,000/-(Rupees eight thousand) only in the following forms only (i) Crossed Bank Draft or (ii) Deposit at Call payable to the Director, MPRO, Meghalaya, Shillong at any Nationalised Bank at Shillong. Tenderers belonging to Schedule Caste/Schedule Tribe may deposit 50% of the amount above subject to the production of such certificate.
 - (c) Valid and current VAT Registration with TIN and Tax Clearance certificate
 - (d) Authenticated copy of rate contract with DGS & D if tenderers have any existing and valid rate contract with DGS & D.
 - (e) Dealership certificate from the Principal manufacturers.
 - (f) Attested copy of an upto date Municipal Trading License should be submitted by the Non-Tribal Firm(s) operating business in Jail Road, Police Bazar and European Ward and where their trade does not extend beyond the scheduled areas but for Non-Tribal Firm(s) operating business outside the scheduled areas, they are required to produce the District Council Trading License. The purpose for which license is issued should be clearly indicated
 - (g) Sample of the Battery offered is required to be submitted .
3. The following information must be mentioned on the body of the envelop containing the quotations, failing which the sealed envelop of the quoting firm will not be opened.
 - (a) VAT and Tax Clearance Certificate. -is enclosed
 - (b) Earnest money -is enclosed.
 - (c) Court Fee stamp - is enclosed.
 - (d) Dealership certificates from Principal manufacturers. - is enclosed
 - (e) SC/ST Certificate. - is enclosed
 - (f) Passport size photograph of the bidder - is enclosed
 - (g) Trading License - is enclosed

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Failure to enclosed any one of these documents or encloser of any invalid documents will result in automatic rejection of the quotation.

4. Rates quoted
- (a) should be inclusive of all charges, like custom duty, packing, insurance, taxes, and other incidental charges. Only local taxes should be shown separately if applicable.
 - (b) should be inclusive of cost of accessories.
 - (c) should be valid for one calendar year from the date of acceptance of tender.
 - (d) should be quoted FOR destination Shillong, door delivery
 - (e) Should be inclusive of all Charges like packing, insurance, transit risk and other incidental charges only C.S.T. against 'D' form may be shown extra as applicable.
 - (f) Should be written clearly in figure and in words. Any alteration or overwriting must be fully signed by the tenderers.
 - (g) Once the rates offered in the tender are accepted enhancement will not be entertained under any circumstances and tenderers will be liable to supply the items at the accepted rate. Failure to supply the items at the accepted rates will entail the offer being cancelled and the security money will be forfeited to the Government of Meghalaya.
5. Tender should be addressed to the undersigned by designation and not by name. Sealed envelope containing the tender must be super scribed as

"BATTERY"

and must be sent by register post or hand delivery.

6. The successful tenderers will be:-
- (a) intimated by a Letter of Acceptance of the Director, MPRO, Meghalaya, Shillong. Till then no bidder has any right to assume that his/her tender has been accepted. There shall be no claim whatsoever for compensation for any expenditure incurred by any tenderers in anticipation of acceptance letter.
 - (b) required to furnish a security deposit as per rates mentioned below and execute the contract agreement to ensure fulfillment of the terms and conditions of the contract which successful bidder/s will have to enter into. Such security deposit will be subjected to forfeiture in case of non-fulfillment of terms and conditions of the tender notice on the contract agreement. The earnest money of the successful tenderer/s will not be released till the full security deposit is furnished. Earnest money of the successful tenderer/s will be forfeited to the Government in case of failure to furnish security money in full.

7. **RATES OF SECURITY DEPOSIT**

For contract upto Rs.20,000/- 2% from local & 3% from non-Locals.
For contract upto Rs.50,000/- 3% from local & 4% from non-Locals.
For contract upto Rs.1,00,000/- 4% from local & 5% from non-Locals.
For contract over Rs.1,00,000/- 5% for all catagories .

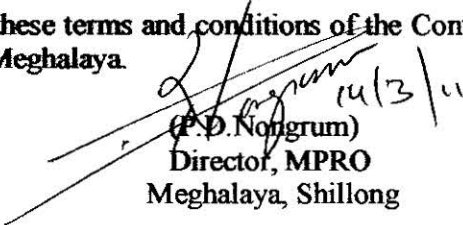
The Security Deposit should be interest free and in the form of a valid Bank Draft/Deposit at Call pledged in favour of the undersigned.

8. The Director, MPRO may rescind forthwith the contract in writing if,
- a) A Tenderer assigns or sublets any contract in respect of contract or any other contract entered into with the Government.
 - b) Tenderer or his agent/Servant are found guilty of fraud of this contract or any other contract.
 - c) Declines, neglect or delays to comply with the demand/requisition or in any other way fails to perform or observe any of or all the conditions of the contract agreement.

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In case of such rescission the Security Deposit in full shall stand forfeited and absolutely be at the disposal of the Government without prejudice to any other remedy or action that the Government shall be entitled to recover from the successful Tenderer any extra expenses Govt. may deem necessary in obtaining the supplies.

9. In the event of the successful Tenderer failing to perform his/her part of any or all the contract agreement to the satisfaction of the Department or disregarding any terms and conditions of the Tender Notice and or the contract agreement the successful Tenderer shall be liable to any of or all of the following action at the discretion of the Director, MPRO, Meghalaya, Shillong on behalf of the Government of Meghalaya.
 - (i) forfeiture of security deposit in whole or part.
 - (ii) making good the loss caused to the Government through the liability, neglect, delay in complying with the demand.
 - (iii) cancellation of the contract without any prior notice to the contractor.
10. If the successful Tenderer/s willfully neglects, fails to perform or observe any or all conditions of the contract agreement or attempts to cheat or indulge in foul practices, the Director, MPRO, Meghalaya, Shillong may impose a ban upon such Tenderer(s) for future business within the Department.
11. Quantities mentioned in the list are only illustrative and may be increased/reduced on finalisation of order depending on the availability of fund and actual requirements.
12. Once the sample/technical specification of the items are approved, no change of brand, name, shape, pattern, quality or specifications will be entertained even on the plea of non-availability of raw materials or alternative offer of the same quality.
13. The store, supplied must be of the same specifications, weight and quality as the tendered models/samples/Tech. Spec. If the items are rejected by the undersigned due to non-meeting of the Technical Specification the supplier must replace the rejected items at their own cost forthwith and in a period of 21 (twenty one) days from the date of rejection.
14. Delivery & installation must be completed within thirty days from the date of receipt of firm orders. No extension of delivery & installation period will be entertained.
15. Payment will be made to the suppliers directly only on completion of supplies and on correct receipt of goods by the respective consignee in good condition. Documents/vouchers/ P.R. Bills etc. routed through Banks will not be accepted. Consignment will be dispatched by the firm after payment of all freight charges at the source. Freight to pay P.R. will not be accepted.
16. Risk of transportation will be borne by the Tenderer themselves.
17. Comprehensive on site warranty should be indicated alongwith after sale services facilities.
18. One set of manuals of (Instructions and Maintenance) should be supplied free of cost for each item wherever applicable.
19. The Purchase Board reserves the right to reject the lowest rate or any of the tender without assigning any reason.
20. Any dispute arising out of or in respect of these terms and conditions of the Contract Agreement shall be in the Jurisdiction of the Courts in Meghalaya.


(P.D. Nongrum)
Director, MPRO
Meghalaya, Shillong