

OFFICE OF THE DIRECTOR GENERAL & INSPECTOR GENERAL OF POLICE
MEGHALAYA :::: SHILLONG

Re-TENDER NOTICE

Condensed Tinned Milk to the Meghalaya Police Battalions for the year 2011-2012.

1. Sealed Tenders affixing non-refundable Court Fee Stamp of Rs. 25/- (Rupees twenty-five) only are invited for Supply of ISI marked Sweetened Condensed Milk for entitled Meghalaya Police Battalions for the financial year 2011-2012 (w.e.f. 01.04.2011 to 31.03.2012). These will be received upto 14.04.2011 and will be opened immediately thereafter.

2.
 - (a) Contracts will be on scheduled rates per 100 Kgs i.e. one quintal (Net).
 - (b) Tender must quote rate per 100 Kgs i.e. on the basis of 100 Kgs. Rate quoted should be F.O.R. destination M.S.T. or V.A.T. or other Taxes applicable must be quoted separately.
 - (c) The contract, when awarded will remain operative upto 31st March 2012 subject to the conditions under Clause 2 (d) and 7 (a).
 - (d) The tenderers must furnish the manufacturer's price list (whole sale & Maximum Retail Price), as on the date of opening of Tenders, duly certified by authorized representative of manufacturer alongwith the tender, other-wise tender will be summarily rejected.
 - (e) In the interest of the economy to the State and Administrative suitability, the Director General of Police, Meghalaya may extend the operation of the contract beyond 31st March, 2012 till 30th May, 2012 and in that case the contractor will be bound to supply at the contracted rate under the same terms and conditions of the Tender Notice and Contract Agreement.

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.

3.
 - (a) An attested copy of photograph of the Tenderers should be submitted alongwith the tender.
 - (b) An undertaking should be furnished that the supply/work will be carried out by the Contractor/Tenderer himself/herself.
 - (c) Sales Tax Clearance Certificate, Professional Tax Certificate from the concerned Department. Firms quoting should be registered under VAT and should enclose proof thereof. TIN of the firm should be enclosed without which the Tender shall be out rightly rejected.
 - (d) Non-tribal firms/suppliers should furnish a Trading Licence obtained from concerned District Council, alongwith the tender, in both the cases:-
 - i) From the District Council in whose jurisdiction their business establishment is located; and,
 - ii) From the District Council in whose jurisdiction the items for Tinned Milk will be supplied by the firm.
 - (e) A financial stability certificate from the Deputy Commissioner, 1st Class Magistrate or a Scheduled Bank certifying that the Firms/Suppliers is capable to undertake the supply/work should be submitted alongwith the Tender.

- (f) A Power of Attorney in favour of the signatory or signatories the tender in case the tender is signed by a person(s) other than the actual tenderer or on behalf of a firm / company alongwith the signature(s) attested by a Gazetted Officer.
 - (g) The tenderer should have to furnish alongwith the tender the attested certificates/documents from the manufacturing company/factory to the effect, that the company is Agreeable to supply tinned milk according to the demand of this Department during the currency of the Contract, otherwise tender will be summarily rejected.
 - (h) Up-to date certificate issued by Health Inspector Health Department in respect of food adulteration.
 - (i) Tax Clearance Certificate from the Supdt. Of Taxes, Meghalay.
- 4.
- (a) Tenders are to be submitted on typed forms. However, handwritten tenders written neatly and clearly will be considered valid. Indistinct writing or over-writing may be considered disqualification.
 - (b) Sealed Tenders will be received by the undersigned upto 13 hrs Tenders received after that time will not be accepted. The Tender must be sent under a strong cover, securely fastened, sealed with distinctive device and conspicuously marked as ‘Tender for Supply of Tinned Milk for the year 2011-2012’ on the top of the inner envelope. All sealed tender will be addressed to the Asstt. Inspector General of Police, (Admn.), Meghalaya, Shillong and not to any other officer by name.
 - (c) Submission of more than one tender under the same schedule quoting different rates by one and same tenderer or firm under the same style and title will disqualify a tenderer for appointment as a contractor tenderer/firms and all tenders of such tender will be deemed as automatically rejected. Any alteration or modification of rate will not be allowed after the tenders have once been submitted.
 - (d) Tenders will be opened at 2 p.m. on the same day i.e. on the 14.04.2011 in the presence of the tenderers or their authorized representative, if any.
 - (e) Tenderers should fill up their rates both in words and figures in the tender form. The rate in the Tender must be in terms of rupees and paise. The selected Contractors will have no claim for compensation in the event of any duty or tax in force being increased or decreased during the currency of the contract or any fresh duty or tax imposed or due to variations made in the existing freight charges.
 - (f) All Tenders must quote only one rate inclusive of VAT/CST or any other tax wherever applicable.
 - (g) At the time of opening tender, should there be any objection raised by the majority of the 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) Supply of Tinned Milk to the Battalions should be in the original packing of the manufacturer with expiry date of the product to be adequately within permissible period taking into account the entire period of supply.
 - (i) Tax at source will be deducted from the approved Contractor’s bill as per rate applicable by the Unit/Offices concerned.

5. All tenderers must affix their signature and date on the tender form with their full address.
- (a) If the tenders are firm/company, such tenderers must submit alongwith their tender a certificate true copy of 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 signatures.
 - (b) When a Tender is submitted by a Firm/Company all partners of the firm will be required to sign their tender or also a power of Attorney in favour of the signatory of the tender should be submitted otherwise such tender will stand rejected.
 - (c) The tenderers must submit with the tenders a sum of Rs. 5000/- (Rupees five thousand) only as Earnest Money in favour of the Director General of Police, Meghalaya, Earnest Money may be done in one of the other of the following terms:-

<ol style="list-style-type: none"> i) Government Securities. ii) National Small Saving Scheme. iii) Postal Saving Accounts. iv) Deposit at Call/Fixed Deposit Receipt from recognized Bank. 	}	Pledged in favour of the Director General of Police, Meghalaya.
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 - (d) 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.
 - (e) Earnest Money for each Tender will be furnished separately and not collectively for two / three tenders.
 - (f) Contractor / Firm belonging to Scheduled Castes / Scheduled Tribes and other backward classes Contractors may deposit Earnest Money at 50% of the above amount of Rs. 5000/-.
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 tenderers 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 liabilities, 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 Government through the inability, neglect or delaying to comply 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 Commandant's concerned.

- (e) The Successful tenderers(s) when appointed as Contractor will have to make their own arrangements for delivery to the District and Battalion Headquarters concerned or at the places as directed by the Indenting Officer. No claim in any form and on any account for transport charges 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 Contractor such supplies as may have been rejected or failed, declined neglected or delayed to supply and any excess cost incurred over the contracted price (together with all indental charges, expenses etc.) incurred by officer operating the contact is purchase or arranging such supplies shall be recoverable from the Contractor from his Security Deposit and outstanding dues or any other sums which may be due to him for the concerned or dues of any other Units 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/her Agent or Servants shall be guilty of fraud in respect of the contractor or any other contract entered into with Government.
 - (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, shall stand forfeited and be absolutely 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. 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 upon such Contractors/Firm for future business with the Department.

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 tender tenderers unless forfeited, it will be returned immediately after final rejection of the tenders.
- (b) Appointed Contractor will have to furnish Security Deposit in favour of Director General of Police, Meghalaya before execution of Contract. Five percent of the total values of the contract calculated on the basis of approximate annual requirement of tinned milk to be supplied by the particular Contractor will have to deposit as Security Deposit.

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.

- (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 purchased) 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 against the Contractors after the expiry of the date of operating of the contract.
 - (d) If any tenderer withdraw 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 date, after depositing Earnest Money or Security Deposit, the tenderer will be debarred from tendering for any supply contract with Meghalaya Police for a period of 2 (two) years.
9. Supply of inferior quality of tinned milk which do not conform to the approved sample will be rejected. All rejected stuff should duly be replaced by the contractor immediately without charging any extra charge for the same.
- i) Tinned milk may be required for test by Government analysis. The Contract operating officer may, whenever, considered necessary, send sample of the tinned milk to the Public Analyst for examination.
10. The acceptance or rejection of the Tender rest finally with the Director General of Police, Meghalaya who reserve the right of rejecting any Tender without assigning any reason. The lowest tender may not necessarily be accepted and the decision of the Director General of Police, Meghalaya, in this regard will be final and binding. The Director General of Police, Meghalaya, 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) No voluntary offer of reduction of Tender rates will be considered as valid.
 - (b) When asked by the Director General of Police, Meghalaya for reduction of the rates the tenderers will be required to intimate in writing within the specified date.
 - (c) Successful tenderers will have to furnish Security Deposit in favour of the Director General Police, Meghalaya before 1st April, 2011 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 tendering for a period of 2 years to this Department.

11. (1) 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 made or entertained in case tinned milk is not drawn from the appointed contractors for certain periods in the interest of State economy.
- (3) The appointed Contractors are liable to supply tinned milk 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.
- (4) Appointments of Contractors for supply of tinned milk will be subject to verification of antecedents. If the Director General of Police desire so and will be liable to cancellation at the discretion of the Director General of Police, without cause, assigning or issuing any notice of any undesirable element comes to light as a result of such verification.
- (5) The contract may be terminated by the Director General of Police, Meghalaya giving 30 days notice in writing without assigning any cause, contractors will have no right to terminate contract during the currency.
- (6) Contract should be run by the appointed Contractors himself. However, if any Contractor desires to run a contract, through an attorney amount to sub-letting the contract. When submitting a power of attorney, full reasons must be given as to why the contractor himself/herself cannot run the contract. Reason should also be given when revoking such power of Attorney.
- a) No power Attorney will be finally approved without proper verification of the Attorney/Employee.
- b) The authorities attorney, if and when approved by the Director General of Police, Meghalaya will run the contract only on behalf of the approved contractor who will be responsible to the Department in all respect. A power of Attorney which seeks transfer of the contract will not be allowed.
- c) Payment to the Contractors for their supplies shall be made by the Commandants concerned after the bills are countersigned by the Asstt. Inspector General of Police (Admn.), Meghalaya.
- d) Any incomplete Tender or a Conditional Tender will not be accepted and no representation whatsoever will be entertained after submission of the tender.

No claim for any compensation in any form will be made or entertained in case the requirement of tinned milk is not drawn in part or in full from the appointed contractors on account of alternative arrangement made by the Director General of Police, Meghalaya, at his discretion for procurements of items in the interest of State economy.

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

N.B. Please

1. Earnest money Rs. 5,000/- should be submitted for each Tender.
2. Sales Tax Sales Tax or other taxes applicable must be quoted separately.
3. Rates should be quoted FOR destination.
4. Meghalaya Sales Tax or other taxes applicable must be quoted separately.
5. Upto date financial stability Certificate from the competent authority to be furnished.
 - i) From the District Council in whose jurisdiction their business establishment is located; and
 - ii) From the District Council in whose jurisdiction the items for Tinned Milk will be supplied by the firm.
6. Tenders should be properly sealed.
7. Covers should be conspicuously marked "Tender for Supply of Tinned Milk for the year 2011-2012".

Tenders which do not meet any of the above requirement are liable to be rejected,

TENDER NOTICE

To,

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

Subject: **Tender for supply of Cream Sweetened Condensed Tinned Milk to the different Units of Meghalaya Police Battalions during the year 2011-2012.**

Sir,

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

1. Earnest Money of Rs. 5,000/- (Rupees five thousand) only deposited as per Deposit Receipt No. _____ dated _____.
2. Security of deposit 5% of the total value of the contract will be deposit in accordance with the Tender Notice.
3. Delivery will be made at the supply points of District/ Battalion/Hqrs of the Police Department, Meghalaya or any other places within the State of Meghalaya as required by the Indenting Officer without any extra charges.
4. Rate (Inclusive of taxes etc.)

In figure/in words

Brand	Rate Per 100 Kgs (in figure / in words)	Mode of packing the stuff for delivery.
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5. (a) I/We do hereby agree to abide by all the terms and conditions of the Tender Notice dated _____ issued by you for Supply of Full Cream Sweetened Condensed Milk to the Meghalaya Police Personnel as mentioned in the Schedule of the Tender Notice for the year 2011-2012 in response to which I/We undersigned submit my/our tender herewith.
- (b) I/We undersigned do hereby also agree on acceptance of my/our Tender to supply the above mentioned commodity at the rate noted as above for the full period of the currency of the contract as per instructions laid in the Tender Notice.
- (c) I/We do hereby agree to accept the Contract on percentage of Unit-wise basis as per Tender Notice.

Signature of the Tenderer _____

Full Address _____

Dated _____