

CONFED HARYANA

SHORT TERM TENDER NOTICE

FOR PURCHASE OF DIETARY ITEMS OF PRISON DEPARTMENT.

Sealed tender on the prescribed tender form are invited from reputed and financially sound parties/firms for the purchase of under mentioned quantity of dietary items (Fig. in quintals) Urd 297, Moong 313, Massor 314, Gram Dal, 185, Tea (Brooke Bond A-1 in 250 gm pack 60, Iodized salt (Tata) 193, Red Chilly 28, Haldi sabat 36, Dhania sabat 28, Dant manjan (Colgate/Promise/Dabur Lal 15, Vegetable Ghee 259 (Sohna Dalda, Rath or Gopal Brand in 15 kg pack)

Sample of Spices Pulses are available for inspection in the office of Confed Chandigarh and Director General Prison, Haryana to quote rates by the tenderers. The prescribed tender form containing detailed terms and conditions can be had from the office of the undersigned against payment of Rs. 1000/- (Rupees One thousand only) in Cash or Demand draft in favour of Confed, payable at Chandigarh upto 12.00 Noon on 03.03.2010. Each tender should be accompanied with earnest money of Rs. 2.00 lacs through bank draft in favour of Confed Haryana payable at Chandigarh. The last date of submission of tender in the office of the undersigned is 16.07.2010 upto 1.00 PM. Tender will be opened in the office of Director General Prison, Haryana on 16.07.2010 at 2.30 PM at Bay No. 3-4, Near Rally Chowk, Sector – 14, Panchkula.

For details, please visit 'Tender' Section on our Website www.confedhry.com. Conditional incomplete tender shall not be accepted. Interested parties may remain present at the time of opening of tenders for making clarification if any. The undersigned reserve the right to cancel/reject all or any tender without assigning any reason thereof.

General Manager (Administration)

**The Haryana State Federation of Consumers Cooperative Wholesale Stores Ltd.
(CONFED) S.C.O. No. 1006-07, SECTOR -22-B, CHANDIGARH
Phone No. 0172-2720108, 2701551, 2701552, 2706590.**

THE HARYANA STATE FEDERATION OF CONSUMER'S COOP. WHOLESALE STORES LIMITED, S.C.O. NO. 1006-07, SECTOR-22-B, CHANDIGARH.

TENDER FORM

Tender form for the supply of dietary items to Prison Department Haryana Confed for the quarter ending 1.4.2010 to 30.06.2010.

- A) **PRICE** : **Rs. 1000/-**
- B) **Date & time of sale of tender** : On or before 16.07.2010 upto 12.00 Noon in the office of MD Confed Haryana, SCO No. 1006-07, Sector-22-B, Chandigarh.
- C) **Date & time of submission** : 16.07.2010 upto 1.00 PM in the office of MD Confed Haryana, SCO No. 1006-07, Sector-22-B, Chandigarh.
- D) **Date & time of opening of Tender:** 16.07.2010 at 2.30 PM in the o/o Director General Prison, Haryana, Bay No. 3-4, Near Rally Chowk, Sector-14, Panchkula.

Sealed tender have been invited for the purchase of under mentioned quantities of Pulses, Spices and Vegetable Ghee with $\pm 20\%$ variation by Confed. The stock will be received as per detail given below :-

Sr. No	Item	Qty. (in qtl.)
1.	Urd sabut	297.0
2.	Moong whole	313.0
3.	Massor sabut	314.0
4.	Gram Dal	185.0
5.	Tea(Brooke Bond A-1) 250 gram packing	60.0
6.	Iodized salt (Tata)	193.0
7.	Red Chilly	28.0
8.	Haldi Sabat	36.0
9.	Dhania sabat	28.0
10.	Dant manjan (Colgate/Promise/DaburLal)	15.0
11.	Vansapati Ghee (Reputed Companies in 15 kg tin(Sohna, Dalda, Rath, and Gopal Brand)	259.0

TERMS & CONDITIONS.

1. The rates to be quoted should be per quintal, Net weight inclusive of VAT and market fees, handling charges and all other statutory levies etc. If any leviable should be quoted separately which is subject to the clarification. The gunny bags for packing should be new and the cost be indicated separately, if any. The quantity of pulses and spices mentioned above can also vary at the time of placement of orders. The rates should be quoted FOR destination basis i.e. Central/District/Sub Jails in Haryana. List of destination is enclosed. The inspection will be conducted as per order placed on suppliers.
2. Samples of Urd, Moong, Massor, Gram Dal, Red Chilly, Haldi, Dhania are available both in the office of Confed Head office Chandigarh, S.C.O. No. 1006-07,

Sector-22-B, Chandigarh and in the office of D.G.P. Haryana Bay No. 3 & 4 Sector-14, Near Rally Chowk Panchkula for inspection to ensure to quote rates of above said items by the tenderers. The successful tenderer shall have to supply the stocks of above said items as per samples being kept by Confed Head office Chandigarh and DGP Haryana Panchkula. The stocks of Pulses Spices, Vanaspati Ghee, Salt (Tata) and tea should conform to specifications of PFA Act and BIS as amended upto date. The samples are available for inspection with dealing Assistant in Confed Head office Chandigarh from where tender form will be issued and to be submitted by the tenderers.

3. The inspection of the stocks shall be done strictly on the basis of samples sealed by the Purchase Committee at the time of finalization of rates. The stocks should conform with the sealed samples. Stocks not found as per sealed samples shall be rejected by the Inspection Committee during inspection. Samples of various items shall be sealed by Purchase Committee on 16.07.2010 during meeting and one set of sealed sample will be given to the successful tenderer for arranging supplies accordingly. If any stocks after supply of items to Jail Department is found not conforming to samples or substandard, the same shall have to be replaced by the suppliers and supplier has to lift back rejected stock at his risk and cost
4. The Pulses, Spices, Tea, Iodized Salt, and Vanaspati Ghee, should conform to PFA/BIS specification as amended upto date. In case the said items are not found as per PFA specification the same shall be rejected and action under PFA Act 1954 shall be taken against the suppliers.
5. The ordered stocks will have to be offered by the supplier for inspection in one lot at one place in the premises of suppliers within 7 days of the issue of supply order by Confed, failing which the earnest money/security will be forfeited. The extra cost, if any incurred shall be recovered from the suppliers. Besides this, performance guarantee/security deposited by the supplier shall also be forfeited without giving any notice. The supply of all items or any items shall be accepted after receipt of analysis report from the Govt./Govt. approved laboratory, if desired by the Purchase Committee or Inspection Team. The lab testing charges shall be borne by the supplier. The sample shall be drawn by the inspection Committee from the stocks offered for inspection by the supplier in the presence of the representative of the supplier, if so desired by the inspection Committee at the time of inspection of stocks. Confed/Prison Department/Inspection Committee will send the sample to the testing laboratory. Supplies of approved stocks will have to be made immediately within 7 days of issue of instructions after inspection of stocks by Confed and Prison Department to the concerned Central/District Jails, failing which security money shall be forfeited. The stocks be dispatched in the presence of representative of Confed and Jail Department.
6. The offer should be kept valid for acceptance upto 60 days (i.e. upto 16.09.2010) from the date of opening of the tenders. If the tenderer withdraw his offer during the said validity period, his earnest money/security deposited by him shall be forfeited without giving any notice.
7. In case of rejection of offered stocks due to poor quality by the inspection Committee, the Confed shall also impose the penalty @ 2% of rejected stocks for the 1st time and 3% for the 2nd time on the value of stocks rejected. If the supplier fails to offer the stocks on the date fixed for inspection to the Inspection Committee, Confed shall impose penalty @ 2% of the value of the stocks in question for the first time and 3% for the second time.
8. The supplier shall be required to deposit 2.00 lacs as earnest money alongwith the tenders in favour of Confed through bank draft payable at Chandigarh. No online cheque will be accepted. No tender without earnest money or not on prescribed form shall be entertained. Security, if any, already lying with Confed will not be considered toward this tender and fresh earnest money will have to be deposited. No online banking cheque will be accepted as earnest money. Only bank draft will

be accepted as earnest money. The tender without earnest money shall be rejected. Purchase Committee shall have the power to waive off the conditions.

9. The successful tenderer will have to deposit security of Rs. 3.50 lacs within 7 days of the acceptance of the offer by Confed by way of demand draft Cash Security money will not be accepted or in any other shape vis-à-vis FDR, Kissan Vikas Patra, N.S.C. etc. The earnest money of the successful tenderers can be adjusted on his request against cash security to be deposited by him. Security, if any, already lying with Confed will not be considered towards this tender and fresh cash security will have to be deposited. In case of the non deposit security within 7 days from the date of issue of supply order, earnest money will be forfeited in default. No interest will be paid on the earnest money and cash security by the Confed to the suppliers.
10. In case the successful tenderers fails to execute the entire order placed with them in time, cash security/earnest money deposited by him will be forfeited. The extra expenditure incurred shall be recovered from him.
11. The supplier will issue the bill to concerned District Manager of Confed. On completion of supplies a copy of bill issued should be sent to Confed Head office Chandigarh also within 3 days, so as to facilitate Confed Head office to expedite the payment.
12. The earnest money/cash security once deposited will be refunded only after the successful execution of the entire order placed and will not be refunded earlier irrespective of quantity/value or order placed. No interest shall be paid on earnest money and cash security deposited by the tenderers with Confed.
13. Clarification, if required, will also be given at the time of opening of tender. As such, each tenderer or his representative (authorized) must be present at the time of opening of the tender.
14. Telegraphically/conditional tender/incomplete tender will not be accepted.
15. The Federation is at liberty to increase or decrease the quantity as laid down above.
16. The supplier will have to issue the Sales Tax /VAT form as applicable under the sales tax Act at the time of dispatches of stocks, failing which the payment of the supplier shall not be released.
17. Payment will be released within 60 days from the date of delivery of stocks to Central/District/Sub Jail through Confed District offices as per specifications and inspection of the stocks by the Inspection Committee consisting of one member of Confed Head Analyst of Food & Supplies Department and Prison Department, Haryana. No interest on payment made after 60 days will be paid.
18. A photo copy of the ST/CST registration certificate should be enclosed with the Tender Form
19. The supplier will give affidavit that he has not been black listed/debarred by Govt./SemiGovt./Confed or any Institutions for making supplies to Govt/Semi Govt. Confed or any Institutions. In case at any stage it is found that the firm is black listed/debarred by any Govt./Semi Govt./Confed then his earnest money/cash security will be forfeited without giving any further notice.
20. The supplies of Iodized Salt, Tea, Ghee and Pulses, and Spices will be subject to sampling, if so desired by the Confed/Prison Department or any authority samples can be drawn at any time from the stocks supplied by the suppliers and can be got tested from any Govt. lab. If the sample is found adulterated or substandard or not conforming to PFA Act 1954, legal action shall be taken against the supplier. The suppliers has to lift the balance stocks at his risk and cost from the concerned Jails. His security money shall also be forfeited, besides taking legal action under PFA Act 1954 or any other Act or amended upto date and other concerned Act. Security

money will be refunded on receipt of NOC from Confed offices and report from DGP Haryana regarding satisfactory supplies of dietary items by the suppliers.

21. The supplier shall take certificate on the bill from manufactures of concerned Co./mill of Vegetable Ghee from whom he purchased vegetable ghee for supplies to Prison Department that embossing on the tins is not being done by the manufactures and paper slip is pasted.
22. The supplier will be black listed if he fails to make the supplies as per terms and conditions of the tender and supply order or in case of delay in making supplies.
23. If any item supplied by the supplier is not found as per samples sealed by the Purchase Committee and Inspection Committee, the Prison Department will be competent to make purchases of the said items from open market. The extra amount if any incurred by the Prison Department/Confed shall be deducted from the payment of the suppliers or will be recovered from the supplier. The supplier shall also be black listed for the same.
24. The Inspection Committee shall reserve the right to lock the godown jointly where inspection of the stocks will be done after doing inspection of the stocks.
25. In case the security of the suppliers is forfeited due to black listing or other causes then the recoverable amount from the supplier shall be recovered firstly from his pending payment and the balance shall have to paid by the suppliers to Confed.
26. The Inspection Committee shall be consisting of officers of Prison Department Haryana, Confed and Head Analyst of Food & Supplies Department of concerned Districts for conducting inspection of all items. Inspection shall be conducted in the presence of representative of the suppliers.
27. The tender shall be signed by the Proprietor himself or authorized partner in case of Partnership concern.
28. The suppliers shall submit an affidavit that they will deposit the amount with Confed District offices in case any recovery against them is found at later stage.
29. In case of any, dispute arises, the matter shall be referred to Managing Director Confed, Haryana for appointment of arbitrator whose decision shall be final binding on both the parties.
30. Managing Director Confed reserve the right to accept or reject any one or all tenders without assigning any reason.

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APPENDIX – I

THE HARYANA STATE FEDERATION OF CONSUMERS COOP. WHOLESALE STORES LTD. SCO NO. 1006-07, SECTOR-22-B, CHANDIGARH.

To

The Managing Director
Confed Haryana,
Chandigarh.

Sir,

It is certified that I have read carefully all the terms and conditions of the tender for the supply of dietary items as mentioned in the tender notice to be opened on 16.07.2010 at 2.30 PM and accepted the same. I have seen and checked up the samples of Urd, Moong, Massor, Gram Dal, Red Chilly, Haldi, and Dhania lying in the office of Confed Head office Chandigarh at the time of taking tender form. I/We quote the rates as under. The rates are for Net Weight, FOR concerned Jail/destination including of all taxes/levies as applicable. I shall undertake to supply dietary item as per order to various Central/District/Sub Jail as per terms of the tender and supply order, in case my/our rates are acceptable by the Purchase Committee.

Sr. No.	Item	Qty. in qtl.	Rates in Rs. per qtl.	Total value (Fig. in Rs.)	Remarks
1.	Urd	297.0			
2.	Moong	313.0			
3.	Massor	314.0			
4.	Gram Dal	185.0			
5.	Tea (Brook Bond A-1) 250 gm pack	60.0			
6.	Iodized salt (Tata)	193.0			
7.	Red Chilly whole	28.0			
8.	Haldi sabut	36.0			
9.	Dhania sabut	28.0			
10.	Dant manjan(Colgate/Promise/Dabur Lal	15.0			
11.	Vegetable Ghee(Sohna, Dalda, Rath, Gopal brand in 15 kg pack	259.0			

Note:- 20% ± variation in quantity required is acceptable.

2. I agree to keep the offer open for acceptance upto and inclusive of 60 days from the date of opening of the tender.

3. Demand draft No. _____ dated ____ on _____ (Name of scheduled bank) for Rs. _____ is enclosed as earnest money. In the event of my/our tender being accepted . I/We agree to further deposit of cash security as given in terms and condition.

4. I/We do hereby declare that the entries made in the tender are true and also that I/We shall be bound by the act of my/our duly constituted attorney Shri _____ whose signature is appended hereto in the space specified for the purpose.

5. The particulars of my/our bankers are as under :-
Name of Bank
Address
Telephone /Mobile No.
Type of Account
Account No.

6. My/our Income Tax PAN No. is _____

7. I/We hereby declare that
- i) I/We/our firm/company is never blacklisted by Confed/Govt./any other public Sector organization/any other client
 - ii) Any proprietor/partner/Directors as applicable has never been prosecuted by any judicial court for any criminal breach of trust.
 - iii) In case of partnership firm all the partner alongwith partnership deed be agreed to enter into contract in the name of their firm.
 - iv) That I/We shall not sublet the contract /supply order to any other person/firm
8. The following documents are enclosed with this tender duly filled in and signed.
- a)
 - b)
 - c)
 - d)

9. I/We certify that the information furnished by me/us is correct and true and in the event of any information is found to be incorrect/false Confed shall have the right to terminate the supply order and to forfeit the earnest money/security money and to disqualify me/us for carrying out any business with Confed or any other agency without giving any notice. I/ We shall be bound by the any of my/our duly constituted attorney Shri _____ whose signature is appended hereto in the space specified for the purpose.

Yours faithfully,

Signature of tenderer
(capacity in which signing)

Name:
Address
Date

Signature of constituted attorney
Name date of birth
Address of attorney

Signature of witness with date
Name and address of witness

Note :-

1. The blacklisted firms/partners/persons by the Govt./Govt. Undertaking shall not be eligible to participate in the tender
2. The firms/parties whose security/earnest money was ever forfeited by any department of the Govt. or its public undertakings or Confed shall not be eligible to participate in the tender. The Purchase Committee shall have the right not to allow or to consider the tender submitted by a firm/party/person having a dispute with any Govt. Department or its public undertakings or Confed in order to safeguard the interest of the Confed.
- .3. The cost of empty bag if any be quoted separately.