

NIT NO. 02 OF 2010
DATED 08 /02 / 2010

For and on behalf of the Governor Jammu & Kashmir State, sealed tenders affixed with revenue stamp of Rs. 5/- are hereby invited from original manufacturers or their authorised dealers/registered firms for the supply following items.

S.No	Name of the item	Approx Qty
1.	Traffic Flexible Delineator (Round Body with Screw Type H.T. Nails) + Epoxy Adhesive (Hardener +Resin) ➤ Height-750mm, Width 80mm Dia, Base width-230mm. ➤ Highly Visible from distance. ➤ Strong mechanical built up. ➤ Gentle on vehicle impact. ➤ Bounce back after impact. ➤ Having no cavities Sample must.	2000 nos
2.	Traffic Night Safety jacket (Fluorescent) Sample must.	200 nos.
3.	Traffic Link Chains (Plastic) Sample must.	5000 meters

2. The tenders shall be properly sealed and addressed to **IGP (Headquarters) C/O Director General of Police J&K Jammu**. The tender envelops shall be superscribed "**TENDER FOR TRAFFIC ITEMS of NIT NO. 02 of 2010 dated .02.2010**" as the case may be. The tenders may be sent by post well in time or delivered personally, at J&K Police Headquarters Jammu, which ever is convenient to the tenderer. No telegraphic tender shall be accepted.
3. Intending tenderer/s shall furnish tender/s in two parts, i.e. one part containing rate offer, earnest money, tender fee and all other documents as asked for in the tender notice and the other part containing sample/s.
One sample with one rate for each item from the tenderer will be accepted for the tendered item. No multiple samples with different quoted rates will be accepted and such tender offer shall be summarily rejected.
4. Tender offers alongwith specifications duly accepted by tenderer shall be received by **Police Headquarters J&K at Gulshan Ground Gandhi Nagar Jammu on or before 04.03.2010 upto 1600 hours**. The tenders received after the expiry of prescribed period will not be entertained and shall be out-rightly rejected.

All samples shall bear the quality/manufacturer's name prominently wherever applicable. The sample for each item shall be packed in a separate cover affixed

with sealing wax and seal of the firm, quoting NIT details. The **sample/s** shall be received at **Police Central Stores Gulshan Ground Gandhi Nagar Jammu only** on or before **04.03.2010 upto 1600 hours**.

5. The tenders will be opened on **06.03.2010 at 1100 hours** at Police Headquarters J&K Jammu in presence of intending tenderers. Only authorised representative will be allowed to attend the meeting for opening of tenders. He/She should also bring authority letter on company/firm's letter head that any decision/negotiation taken by him/her would be accepted by company/firm. In case of unforeseen circumstances, the date of opening will be next working day.
6. The intending tenderer/s will have to send the Earnest Money only in shape of CDR/FDR **equivalent to 2% of the value of contract or Rs. 50,000.00 in lumpsum**, whichever is less, pledged to IGP (Hqrs) PHQ J&K with the tender offer, **failing which the tender shall be rejected**.
However, J&K Govt. rules with regard to furnishing of EMD in respect of Registered SSI units shall be applicable in letter and spirit. The local SSI units are required to pay the earnest money prescribed as per J&K Govt rules. Besides, local SSI units shall also furnish said registration certificate duly authenticated by competent authority with the tender failing which the benefits of SSI units will not be allowed.
7. The Government/ Semi Govt. or similar other concerns of J&K State, claiming exemption from the payment of EMD shall have to append duly authenticated orders, certificate etc. from competent authority supporting their claims.
8. The tender fee has been fixed at Rs. 1000/- which shall accompany the tender offer only, in the shape of a crossed demand draft favouring Chief Accounts Officer PHQ, J&K payable at Srinagar. The tender fee is not refundable and the same will be deposited in Govt. Treasury under Head 0055-Police for the year 2010-10. **The tender offer shall be rejected without the tender fee**.
The local SSI units are required to pay the tender fee prescribed as per J&K Govt rules. However the Govt/Semi-Govt. concerns of the J&K State claiming exemption shall append authenticated orders, certificates etc. issued by competent authority in support of their claim.
9. The rates quoted against this NIT shall be **valid till 31.03.2011**. The rates so quoted should be inclusive (calculation to be shown separately) of all leviable duties, taxes, State entry tax, toll tax, freight, Insurance, Octroi etc. to the point of delivery and F.O.R. destination i.e. Police Central Store Jammu and Police Central Store Srinagar. The firm quoting their rate for any other destination as asked for in the NIT shall be liable for rejection. No escalation of rates will be allowed during the validity period i.e. upto 31.03.2011. The successful tenderer shall have to make the supplies within the stipulated period as would be mentioned in the supply order. The rates quoted should be written both in figures and words and free from over writings, cuttings and alterations.
10. The tenderer is required to furnish an authenticated copy of Sales Tax/ VAT clearance certificates (alongwith the tender offer or at the time of payments) for the year 2008-09. The PHQ shall be at liberty to put to scrutiny, verification etc. the Sales tax clearance so furnished by the successful tenderer.
11. The supplies delivered by the successful tenderers shall be surveyed and verified at our Stores i.e. Police Central Stores Jammu/Srinagar.

12. The PHQ shall be at liberty to test check the supply so as to ensure that it conforms to specifications quoted in the NIT/supply order. In case of any variation, the supply will be rejected.
13. The successful tenderer shall have to enter into an agreement on prescribed proforma (immediately after the issue of supply order) with the Department for due performance of the contract which shall be invariably furnished before the supply is made.
14. After the rate is approved, the successful tenderer shall give in writing that if it is found subsequently that he has supplied the same product at the rates lower than offered to PHQ, the same rates will apply to J&K Police and the excess amount if any paid to the firm shall be recovered from it in any manner.
15. The quantities indicated in the tender Notification are tentative and this Headquarters reserves absolute rights to change the same without any prior notification upto the validity of rate contract of this NIT.
16. The authorities reserve absolute powers to reject or accept any tender or part thereof without assigning any reason and without any legal obligations. Any clause incorporated in the tender (not conforming to the NIT in any manner) shall make such an offer liable for rejection. Therefore, all the terms and conditions of the tender Notice including technical specification shall be carefully studied for the sake of complete and comprehensive tender. Failure to comply with any of the tender conditions or instructions or the offer with insufficient particulars/documents which is likely to render fair comparison of tender as a whole impossible shall lead to rejection even if otherwise, it is a competitive offer/tender.
17. Copies of terms and conditions can be had on any working day (during office hours) from AIG (Prov/Tpt) Police Headquarters J&K Jammu or office of DIG of Police CKR Srinagar or SP J&K CID Cell, 11 Hari Chander Mathur Lane K.G. Marg New Delhi. The detailed NIT is also available on our Website www.jandkpolice.org

Sd/-
IGP (Hqrs)
For Director General of Police,
J&K Jammu.

No. Prov-1/UE-2/2010/NIT-01/6589-6615

Dated: - 8 / 02/2010

TERMS AND CONDITIONS NIT 02 OF 2010 Dated: 08 / 02/2010

1. Tenders shall be filled in clearly and with one ink. No cuttings/alterations/ over-writings shall be made in the tender. Correction, if any, be done clearly and properly initialed.
2. No conditional tender will be accepted/ entertained. It will be summarily rejected. No other condition than those mentioned (in the terms set-forth) will be entertained;
3. Tender must be accompanied by the earnest money as clearly specified, only in the form of CDR/FDR from a Nationalized/ Scheduled Bank, pledged in the name of IGP (Hqrs.) PHQ. No Cash/Cheque or demand draft/postal order will be entertained. The earnest money in the case of unsuccessful tenderer shall be refunded after final acceptance of the contract/rate where as in the case of successful tenderers it will be adjusted towards the security money (required to be deposited) for due performance of the agreed contract, performance warranty period;
4. Successful tenderers shall have to draw an agreement and deposit Security @ 2% of the value of the supply order for the due performance of the contract. The security Money will be refunded after satisfactory completion of the agreed contract to the entire satisfaction of this Headquarters. No interest shall be paid by the department on such deposits. The charges on stamps etc. (cost of documents in totality) shall be borne by the supplier while executing the agreement;
5. Payment shall be released by the department against each consignment delivered, inspected, accepted and properly brought on stock in the concerned stock registers of the Department. **No advance payment shall be made;**
6. Remittance charges (Bank Commission) on payment made to the firms will be borne by the suppliers. The charges of stamp etc. shall be paid by the supplier while executing the agreement;
7. The approved supplier shall be deemed to have fully understood the conditions, specifications, size, patterns, make etc. of the article/s etc. to be supplied and in case of any doubt may seek clarification;
8. As soon as the acceptance of the tender is communicated to the successful tenderers, the contract shall be binding on him. The earnest money of the tenderer who backs out or withdraw his tender or fails to abide by it after acceptance thereof is communicated/posted to him shall be forfeited besides other penal remedies that may be available to the Govt. of the J&K under the law for the time being in force in the State of J&K;
9. (a) If after the registration/placement of orders/execution of the agreement and formally depositing the security money, the tenderer backs out or fails to supply the goods, the security deposited will be forfeited besides any other penal measure the department may take as per norms;
b) The formal deed incorporating the terms of the contract will be executed by the successful tenderer immediately after receipt of supply order. Failure to execute such bond/deed shall not however prevent the contract from being enforced against the tenderer. Any loss sustained by the Govt. as a result of re-tendering the contract shall be recovered from the defaulter, besides other penal measures as the department may take;

- d) Goods shall be delivered (as per instructions in supply order) either at Police Central store, Gulshan Ground, Gandhi Nagar, Jammu or Police Central Store, Zewan, Srinagar duly packed in perfect condition. The supplier if he so desires may insure the goods against loss or theft, destruction, damages by the natural calamity loss by exposure to weather or other wise viz. war rebellion, riot etc. The insurance charges will have to be borne by the supplier and the department shall not pay such charges;
- e) If the successful tenderer fails to supply the goods of the prescribed specification or fails to deliver the goods within the stipulated period as specifically mentioned in the supply order, the department shall be at liberty to arrange supplies by re-tendering or other wise at his risk and cost. The department may give 15 days notice to the approved supplier in writing to make supplies good. In case of failure to supply the consignment on specified qualitative & quantitative terms, the department shall be lawfully entitled to forfeit the amount of the security money and take penal action to make good the loss sustained or excess cost incurred by the state in arranging of the supplies and other remedies that may be available to the department, under the law for the time being in force in the state;
10. All legal proceedings arising out of any dispute between the parties shall have to be settled in the Courts situated in Jammu and Srinagar and not elsewhere;
 11. The successful tenderers shall arrange supplies within the period mentioned in the supply orders. The period of delivery and validity may be extended, at absolute discretion of this Hqrs provided the delay is attributable to reasons beyond his control;
 12. It shall be incumbent upon the supplier to provide entire supply, in conformity with the approved sample, strictly as per the specifications provided in the NIT. Supplies found deficient in quality shall be rejected. Before accepting the supplies, the department shall subject the supplies received against the supply order to test check.
 13. The supplier shall not sublet the contract or any part thereof to any other agency;
 14. The decision of the accepting authority shall be final as to the quality of stores and shall be binding on the supplier. In case the articles supplied are not according to the approved sample they shall be rejected. The loss caused due to rejection of the supplies shall be entirely borne by the supplier. The rejected articles shall be lifted by the supplier within one week from the date of rejection. The department shall in no case be responsible for any loss or damage that may occur to the rejected stores while these are in the premises;
 15. The payees receipt shall be in machine number;
 16. The Department reserves the right to add or suitably modify the terms and conditions (without prior notification) as per exigencies and hence above shall not be construed as all inclusive.

Sd/-
IGP (Hqrs)
For Director General of Police,
J&K-Jammu