

NIT NO 04 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 having authorization from the manufacture/s to quote against the tender for the supply of following uniform item/s.

S.No	Name of the items;	Tentative Qty
1.	Terricot Khaki, 138 Cm Width, 1 st Grade, Conforming to IS no, 11248/1995 (as amended/reaffirmed, if any) with the following blend composition: - Polyester: 64 to 70%, Viscose: Remainder.	25000 mtrs.

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 UNIFORM ITEM/s of NIT NO. 04 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 Gulshan Ground Gandhi Nagar Jammu, which ever is convenient to the tenderer. **No telegraphic tender shall be accepted.**
3. Intending tenderer shall **furnish tender in two parts** i.e. Technical bid and Financial Bid. Each Bid shall be in a separate envelop duly superscribed **as Technical Bid & Financial Bid, along-with name of the tenderer, NIT No; and due date**. Sealed envelop containing **Technical Bid & Financial Bid** shall then be placed in one cover which shall be duly sealed and superscribed giving NIT no. due date and name of the tenderer.

Part 1st: Technical bid shall contain: -

- a. Earnest Money & Tender fee.
- b. Technical specifications of the items quoted & samples furnished.
- c. Test report of the sample regarding composition, ingredient, strength, texture etc in terms of Bureau of Indian (B.I.S)/ other standards mentioned in the tender document from Government/Government recognized laboratories. Test report shall be furnished in original duly typed having (no overwriting, cutting, alteration), signed, stamped and sealed by the authorized signatory with full name, address, phone/fax no., designation of the authorised signatory. The test report shall be issued on a date later than the date of issue of NIT. Test report of each sample shall be complete in all respects. Tenders with incomplete or without test report shall be rejected.
- d. Sample tested shall bear the seal of the testing laboratory prominently.
- e. **The PHQ may at its discretion, before opening of financial bids, subject the test reports to scrutiny and have the samples subjected to fresh tests from independent source to check the veracity of the reports and in case it is found that sample does not conform the I.S. Specifications, J&K Police shall be at liberty to initiate legal proceedings against such firm.**
- f. Registration certificate/Industrial Licence of original manufacturer, for the

material quoted.

- g. Firm will have to execute the supplies **within 4-6 weeks** from the date of supply order.
- h. Certificate of being authorized dealer having authorization of the original manufacturer to quote against the tender.
- i. A copy of this NIT duly signed & stamped on every page by the tenderer, in token of having understood and accepted the specifications, terms & conditions of the NIT.

Part 2nd of the tender shall contain Financial bid indicating particulars of items, offered quantity, unit basic rate and all other leviable duties and taxes (calculations to be shown separately). The rates quoted against the item shall be properly taped with transparent tape. The rates so quoted shall be inclusive of all leviable duties, taxes, State entry tax, VAT, toll tax, freight, Insurance, Octroi etc (calculation to be shown separately) to the point of delivery and F.O.R. destination i.e. Police Central Stores, Jammu/ Srinagar. **The department does not issue Road Permits, Entry Tax, Octroi or any other tax exemption certificates.** Rates quoted shall be final till the validity of the contract i.e. **upto 30.06.2010.**

4. **Samples of successful bidders (who qualify the technical bids) shall be further physically evaluated, by the purchase committee, on the spot, in terms of feel, texture, softness, look, colour etc and then shortlisted. Accordingly, financial bids of shortlisted samples only shall be opened to select the most suitable cloth for purchase.**
5. Tender offers alongwith specifications duly accepted by tenderer shall be received by **Police Headquarters J&K 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.

One sample with one rate will be accepted for the tendered item. No multiple samples with different quoted rates will be accepted. The sample of cloth shall be of three meter dimension in one piece. All samples shall bear the quality/manufacturer's name & blend Composition prominently. The sample shall be packed in a separate cover affixed with sealing wax and seal of the firm, quoting NIT details. **The samples shall be received at Police Central Stores Gulshan Ground Gandhi Nagar Jammu only on or before 04.3.2010 upto 1600 hours.**

6. On due date of opening of tenders i.e. **06.3.2010 at 1100 hours**, only technical bid of the tender shall be opened. Only authorised representative will be allowed to attend the meeting for opening tenderers. He/She should also bring authority letter on company/firms 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. The Financial bid shall be opened only in case of such tenderers which on scrutiny of Technical Bid are found to have qualified for opening of the same. The financial bid will be opened on any other day at the discretion of State Level Purchase Committee.
7. 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 Rupees one Lakh in lumpsum**, whichever is less, pledged to IGP (Hqrs) PHQ J&K with the tender offer. **Tender offers without Earnest money will 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, SSI units shall also furnish registration certificate duly authenticated by Directorate of Industries Jammu/Srinagar or the competent authority with the tender failing which the benefits of SSI units will not be allowed. SSI unit holders shall attach certificates from the competent authority to the effect that the unit is functional on the date of tender.

8. The Government/ Semi Govt. or similar other concerns, claiming exemption from the payment of EMD shall have to append duly authenticated orders, certificate etc. from competent authority supporting their claims.
9. 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 Jammu. 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 without the tender fee will be rejected.** The local SSI units are required to pay the tender fee prescribed as per J&K Govt rules. However, 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.
10. The rates quoted against this NIT shall be **valid till 30th June 2010**. The rates quoted shall be **written both in figures and words and free from over-writings**, cuttings and alterations. Successful tenderer shall have to make the supplies within the stipulated period as would be mentioned in the supply order.
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 have discretion to send the sample of cloth received as supplies from successful bidder for testing to its conformity with the approved sample/specifications quoted in the NIT/supply order. In case of variation, the supply will be rejected at the cost and consequences of supplier.
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. 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.
15. 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.
16. 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.
17. 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.

18. 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 Jammu/Srinagar or SSP 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

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

No. Prov-1/UE-1/2010/NIT-4/ 6616-43

Dated: - 08/02/2010

TERMS AND CONDITIONS of NIT 04 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 initialled.
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