

POLICE

HEADQUARTERS

J&K

JAMMU

**NIT NO; 12 OF 2011
DATED 18 /03/ 2011**

For and on behalf of the Governor of Jammu & Kashmir, sealed tenders affixed with revenue stamp of Rs. 5/- are hereby invited from original manufacturers or their authorised dealers having authorization from the manufacturer/s to quote against the tender for the supply of uniform items as detailed at **Annexure (A) to this NIT.**

Tenders of approved/authorized dealers without authorisation letter from original manufacturer shall be rejected:-

2. The tender fee has been fixed at Rs 2000/- 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 into Govt. Treasury under Head 0055-Police for the year 2010-11.

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.

Tenders without tender fee shall be rejected.

3. **Earnest Money Deposit (EMD)**

The intending tenderer/s will have to send the Earnest Money only in shape of CDR/FDR from any nationalized bank equivalent to 2% of the value of contract pledged to AIG (Prov/Tpt) PHQ J&K with the tender offer, which shall be valid for one year. The **EMD** in the case of unsuccessful tenderer shall be released after finalization of Tender, where-as in the case of successful tenderers it will be adjusted towards the security money (required to be deposited) on application, for due performance of the agreed contract/performance during the warranty period; No interest shall be payable by purchaser on the EMD deposited by the tenderer.

J&K Govt. rules with regard to furnishing of **EMD** in respect of **local Registered SSI** units shall be applicable in letter and spirit. The local SSI units are required to pay the **EMD** prescribed as per J&K Govt rules. For the purpose, SSI units shall have to furnish Registration Certificate and Functional Certificate of SSI Unit, issued by the competent authority with their tender offer failing which the benefits of SSI units will not be allowed.

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.

Tenders without EMD shall be rejected.

4. **Security Deposit.** The approved tenderers will have to supply the articles as per approved rate, approved sample and specification till the validity of the contract. They will have to furnish **security deposit @ 5%** of the total value of the items contracted for, in the shape of CDR/FDR from a Nationalized Bank, at the time of signing of **Deed of Agreement** to ensure satisfactory performance of the equipment supplied, for Warranty period from the date of acceptance of product. This security deposit will be released in due course after the expiry of specified warranty period/agreed contract. The charges on stamps etc. (cost of documents in totality) shall be borne by the supplier while executing the agreement. (No interest shall be paid by the purchaser on the Security deposit). J&K Govt Rules for Security Deposit in respect of local SSI Units shall be applicable.
5. **One sample with one rate** will be accepted for the tendered item. No multiple samples will be accepted. Such offers shall be summarily rejected. **Tender offers without sample shall be rejected.**
6. **Despatch Instructions;** Stores are required to be delivered at Consignee's location (Srinagar and Jammu), at freight, risk and cost of the supplier.

7. **TWO BID SYSTEM:**

All bidders are required to submit their offers in two covers as under:-

(A) **FIRST COVER** (Technical Bid) should contain the following:-

i.	Tender documents duly completed and signed BUT WITHOUT INDICATING THE RATES QUOTED.
ii.	Earnest money.
iii.	Tender Fee
iv.	Technical specifications of the items quoted & samples furnished
v.	Test report of the sample regarding composition, ingredient, strength, texture etc in terms of Bureau of Indian (B.I.S)/ IND & other standards mentioned in the tender document from Government/Government recognized laboratories. Test report shall carry a certificate of testing lab indicating that sample tested conforms to the standards/specifications as mentioned against the item in the NIT.
vi.	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. It should be free from ambiguity.
vii.	Test report of each sample shall be complete in all respects.
viii.	Tenders with incomplete or without test report shall be rejected.
ix.	Sample tested shall bear the seal of the testing laboratory prominently.
x.	The PHQ may at its discretion, before opening of financial bids, subject the test report/s to scrutiny and have the sample/s as received from Tenderer/s 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 to the I.S/IND & other Specifications, J&K Police shall be at liberty to initiate legal proceedings against such firm.
xi.	Registration certificate/Industrial Licence of original manufacturer, for the material quoted.
xii.	Certificate of being authorized dealer having authorization of the original manufacturer to quote against the tender.
xiii.	Authorised Dealer having authorisation to quote against this tender, shall furnish his Registration Certification with Central/State Sales Tax department.
xiv.	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.
xv.	Any other relevant document which the firms wishes to submit.

B) **SECOND COVER** (Commercial/Price Bid) should contain the following:-

i.	Details of unit basic rate and all other leviable duties and taxes. 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. (Note) J&K Police does not issue Road Permits, Concessional Forms, state entry tax or Octroi etc exemption certificates, as such; Rate quoted shall be F.O.R Consignee. i.e. (Police Central Store Jammu/Srinagar).
ii.	Rates must be clearly written in figures as well as in words, free from over writings, cuttings and alterations.
iii.	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
iv.	Rates quoted shall be final till the validity of the contract i.e. upto 30.06.2012 with a provision of further extension if finally approved by State Level Purchase Committee for J&K Police Department.

Both the above mentioned **covers (technical & Financial)** should be sealed separately, and superscribed with the Tender No., Stores and date of tender opening. Both the

sealed covers shall thereafter, be kept in a **THIRD** cover and again sealed. This cover should also be super-scribed with the Tender No, Stores and date of opening.

8. **Before opening of Financial Bids**, samples of technically qualified bidders shall be further physically evaluated, by the State Level purchase committee, on the spot, in terms of workmanship, feel, softness, look, finish , etc and then shortlisted. Accordingly, financial bids of the shortlisted samples only shall be opened to select the most suitable and appropriate sample/s for purchase on competitive rates.
9.
 - i. The tenders shall be properly sealed and addressed to **IGP (Headquarters) C/O Director General of Police J&K, Gulshan Ground Gandhi Nagar Jammu-4.**
 - ii. The tender envelopes shall be superscribed "**TENDER FOR UNIFORM ITEMS (Annexure-A) of NIT NO. 12 of 2011 dated 18 . 03 .2011.**"
 - iii. The tenders may be sent by post well in time or delivered personally.
10. Tender offers alongwith specifications duly accepted by tenderer shall be received by **Police Headquarters J&K Gandhi Nagar Jammu on or before 23/04/2011 upto 1600 hours.** The tenders received after the expiry of prescribed period will not be entertained and shall be liable for rejection.
The sample shall be packed in a separate cover affixed with sealing wax and seal of the firm, quoting NIT & Annexure details. The samples shall be received only **in Police Central Stores Gulshan Ground Gandhi Nagar Jammu/Police Central Store Zewan Srinagar on or before 23/04/2011 upto 1600 hours.**
11. On due date of opening of tenders i.e. **26/04/2011 at 1100 hours**, **technical bid only** 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.
12. Successful tenderer shall have to make the supplies within the stipulated period as would be mentioned in the supply order.
13. The supplies delivered by the successful tenderers shall be surveyed and verified at our Stores i.e. Police Central Stores Jammu/Srinagar, as the case may be.
14. The PHQ shall have discretion to send the sample from the received supplies from successful bidder for testing to check 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.
15. 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.
16. 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 2010-11 or a year earlier. The PHQ shall be at liberty to put to scrutiny, verification etc. the Sales tax /VAT clearance so furnished by the successful tenderer.
17. 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.
18. 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.

19. 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 conditions stipulated herein above or instructions or the offer with insufficient particulars/documents shall lead to out-right rejection of the tender.
20. Copies of terms and conditions can be had on any working day (during office hours) from AIG (Prov/Tpt) Police Headquarters J&K Gulshan Ground Gandhi Nagar Jammu or office of DIG of Police CKR Srinagar or SSP J&K CID Cell, 11 Hari Chander Mathur Lane K.G. Marg New Delhi. In case of any clarification, please contact on Phone no. 0191-2452029/2452342.

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

No. Prov-1/UE-01/2011/NIT- 12 /15255-82

Dated: 18 /03/2011

TERMS AND CONDITIONS NIT; 12 OF 2011 Dated: 18 / 03/2011

1. 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;
2. 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;**
3. Remittance charges (Bank Commission) on payment made to the firms will be borne by the suppliers.
4. 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;
5. 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;
6. (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;
 - a) 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;
7. 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;
8. 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;

9. 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 may subject the supplies received against the supply order to test check.
10. The supplier shall not sublet the contract or any part thereof to any other agency;
11. 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 & specifications they shall be rejected and at our absolute discretion, rejected stores may be allowed to be made good by way of replacement. 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;
12. 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.

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

Annexure "A" to NIT No; 12 of 2011 dated; 18 /03/2011. **Sample must**

1.	<p>Coat Parka Jacket O.G Colour. Type size 4&5. (Size/Scale of Coat Parka is enclosed at Annexure "A-1").</p> <p>The specification of the coat is as under:-</p> <table border="1"> <tr> <td>i)</td> <td>Outer:-</td> <td>Water Proof Cloth conforming to; IND/TC/0050(c)</td> </tr> <tr> <td>ii)</td> <td>Cap (Hood)</td> <td>Detachable with Zip (Superior)</td> </tr> <tr> <td>iii)</td> <td>Front Pockets</td> <td>Upper two and Lower two with flaps</td> </tr> <tr> <td>iv)</td> <td>Front:-</td> <td>Open with metallic Zip (superior) and buttons</td> </tr> <tr> <td>v)</td> <td>Cuffs:-</td> <td>Adjustable with flaps and buttons</td> </tr> <tr> <td>vi)</td> <td>Inner Lining:-</td> <td>Full lining of Angola conforming to IS No; 8331/2003, Type-I. Synthetic Fur attached.</td> </tr> </table> <p>Test report shall also indicate all requirements/results of IND/TC/0050(c) & 8331/2003, Type-I.</p>	i)	Outer:-	Water Proof Cloth conforming to; IND/TC/0050(c)	ii)	Cap (Hood)	Detachable with Zip (Superior)	iii)	Front Pockets	Upper two and Lower two with flaps	iv)	Front:-	Open with metallic Zip (superior) and buttons	v)	Cuffs:-	Adjustable with flaps and buttons	vi)	Inner Lining:-	Full lining of Angola conforming to IS No; 8331/2003, Type-I. Synthetic Fur attached.	10000 nos
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2.	<p>Coat Parka Jacket Type OG colour (Assorted sizes), Special type, Water proof, Light Weight, Aesthetic look.</p> <p>The details of the material used in the jacket shall have to be indicated alongwith its test reports. The item shall be decided after physical assessment and on quality basis.</p>	10000 nos																		
3.	<p>Sleeping Bags OG Colour large size outer made of water repellent cloth inside filled with kapok and are quilted, inner lining flannelette brown approximate weight 5 Kgs and length 2.25 mtrs, width 86 cm at chest (Army pattern).</p>	10000 nos.																		
4.	<p>Sleeping Bags OG Colour large size water repellent made of special Nylon material and inner material (synthetic fibre of special quality). Shall be light weight, Sleek, aesthetically designed and separately packed.</p> <p>The details of material used shall have to be indicated alongwith test reports. The item shall be decided after physical assessment and on quality basis.</p>	10000 nos																		

ANNEXURE "A-1"
SIZE /SCALE OF COAT PARKHA JACKET TYPE
To NIT No; 12 of 2011 dated; 18 /03/2011

Size	Measurement of men		Length from collar seam		Measurement of Jacket				Width at		Collar	Depth at		Distance from collar seam to bottom button hole.
	Height	Chest of men	Back	Front	Chest from end of button hole to centre of button	Waist from end of button hole to centre of button	Half width of back	Length from centre of back	Elbow	Hand	Length	Centre	End	
	Cm	cm	cm	cm	cm	cm	cm	cm	cm	cm	cm	cm	cm	cm
4	185 to 188	96.5-112	81.5	75	124.5	124.5	25	86.5	43	33	48.5	7.5	6.5	49.5
5	189 TO 200	106.5-117	87	81	131	131	27	89.0	44	34	51	08	07	51

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