

NIT NO. 19 OF 2011

DATED: 19 - 05-2011.

1. For and on behalf of the Governor J&K State, sealed tenders are invited from original manufacturers and approved authorized dealers affixing revenue stamp worth Rs 5/- duly sealed with sealing wax and stamp of the tenderer, for the supply of **Kerosene Heaters/Diesel Heaters** (Bukhari) as specified in Annexure '**A**' of this NIT. Approved/authorized dealers will attach valid & authenticated copy of authorisation of original manufacturer, **without which tender shall be rejected.**
2. The tenders shall be properly sealed and addressed to **IGP (Headquarters) C/O Director General of Police J&K Srinagar/Jammu.** The tender envelopes shall be superscribed "**TENDER FOR kerosene Heaters/ Diesel Heaters FOR NIT NO.19 of 2011 dated. 19- 05.2011.**"
3. 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 Srinagar/Jammu. The tender fee is not refundable and the same will be deposited into Govt. Treasury under Head 0055-Police for the year 2011-12.
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.
4. **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 earnest money 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 which at present is 50% of the value of contract or Rs 5000/- whichever is less. 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
5. **Security Deposit.** The approved tenderers will have to supply the articles at the approved rate and as per approved sample (if any) and specification till the date of validity of the approved list. 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**

	<p>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 EMD in respect of LOCAL SSI Units shall be applicable.</p>																		
6.	Despatch Instructions; Stores are required to be delivered at Consignee's location (Srinagar/Jammu), at freight, risk and cost of the supplier.																		
7.	Store required at; Free delivery at Consignee location.																		
8.	Delivery required; Within two months from the date of confirmed order or as mentioned in the supply order.																		
9.	The successful tenderer will have to arrange onsite installation and training to end users free of cost as and when asked for.																		
10.	<p>Comprehensive Guarantee/Onsite Warranty period; The tenderers shall provide warranty for a minimum period of 01 years covering all the systems, sub systems .The cost of warranty period will be included in the quoted price .If during the aforesaid period, the said stores be discovered not conforming to the description and quality or not giving satisfactory performance or have deteriorated, the decision of the purchaser in that behalf shall be final and binding on the contractor and purchaser shall be entitled to call upon the contractor to rectify the goods or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on/an application made thereof by the contractor and in such an event, the above mentioned warranty period shall apply to the goods rectified from the date of rectification thereof. In case of failure of the contractor to rectify or replace the goods etc within specified time, the purchaser shall be entitled to recover the cost with all expenses from the contractor for such defective stores.</p>																		
11.	<p><u>TWO BID SYSTEM;</u> All bidders are required to submit their offers in two covers as under;- (A) <u>FIRST COVER</u> (Technical Bid) should contain the following;-</p> <table border="1"> <tr> <td>i.</td> <td>Tender documents duly completed and signed BUT WITHOUT INDICATING THE RATES QUOTED.</td> </tr> <tr> <td>ii.</td> <td>Earnest money.</td> </tr> <tr> <td>iii.</td> <td>Tender Fee</td> </tr> <tr> <td>iv.</td> <td>Technical specifications of the item quoted alongwith original catalogues (Make & Model).</td> </tr> <tr> <td>v.</td> <td>Delivery terms, delivery period quoted.</td> </tr> <tr> <td>vi.</td> <td>List of the orders received and executed during last two years giving reference of the order, value of order, Name of the agency/department alongwith performance certificate.</td> </tr> <tr> <td>vii.</td> <td>Registration certificate/Industrial Licence of original manufacturer, for the material quoted.</td> </tr> <tr> <td>viii.</td> <td>Certificate of being authorized dealer having authorization of the original manufacturer to quote against the tender.</td> </tr> <tr> <td>ix.</td> <td>Authorised Dealer having authorisation to quote against this tender, shall furnish his Registration Certification with Central/State Sales Tax department.</td> </tr> </table>	i.	Tender documents duly completed and signed BUT WITHOUT INDICATING THE RATES QUOTED.	ii.	Earnest money.	iii.	Tender Fee	iv.	Technical specifications of the item quoted alongwith original catalogues (Make & Model).	v.	Delivery terms, delivery period quoted.	vi.	List of the orders received and executed during last two years giving reference of the order, value of order, Name of the agency/department alongwith performance certificate.	vii.	Registration certificate/Industrial Licence of original manufacturer, for the material quoted.	viii.	Certificate of being authorized dealer having authorization of the original manufacturer to quote against the tender.	ix.	Authorised Dealer having authorisation to quote against this tender, shall furnish his Registration Certification with Central/State Sales Tax department.
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x.	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.
xi.	Any other relevant document which the firms wishes to submit.
xii.	Sample of each Kerosene Heater and Diesel heater to be deposited either with Central Store Gulshan Ground Jammu or Central Store Armed Police Complex Zewan Srinagar.

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

i.	Details of rates, duties, taxes. These details should be submitted on their letter pad. (Note) J&K State entry tax rate currently is 13.5% extra. J&K Police does not issue Road Permits OR Concessional Forms, as such; Rate so quoted shall be F.O.R Consignee. State Entry Tax shall be reimbursable on production of original documents by the successful bidder and need not be quoted in the rate column. (Rates shall be filled as per the enclosed format, at Annexure "B" for kerosene and diesel heaters separately)
ii.	Rates must be clearly written in figures as well as in words, free from over writings, cuttings and alterations. Rates quoted should be on firm price basis.
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 initialed
iv.	Rates quoted shall be final till the validity of the contract i.e. upto 31.03.2012 with a provision of further extension if finally approved by State Level Purchase Committee for J&K Police Department.

Both the above mentioned covers should be sealed separately, and superscribed with the Tender No., Stores and date of tender opening. This cover should 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.

12. The tenders may be sent by post well in time or delivered personally, at J&K Police Headquarters Pirbagh, near ITI Airport Road Srinagar-190021 (Tel; 0194-2443031) or in Police Central Store Gulshan Ground Gandhi Nagar Jammu (Tel; 0191-2433571) or J&K CID Cell Harish Chander Mathur Lane Kasturba Gandhi Marg New Delhi.
Tender offers alongwith specifications duly accepted by tenderer and samples shall be received by **Police Headquarters J&K at Pirbagh Srinagar or PHQ Gulshan Ground Jammu or J&K CID Cell Harish Chander Mathur Lane Kasturba Ghandhi Marg New Delhi upto 17.06.2011 (1600 hours)**. The deptt. Shall not be liable for any postal delays. No Tender will be accepted after the due date and time..
13. 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;
14. On due date of opening of tenders' i.e. **20. 06.2011 (at 1000 hours) at Police Hqrs J&K Peerbagh Srinagar**, only technical bid of the tender shall be opened. Only authorized 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 or as notified separately. The Financial bid shall be opened only in case of such tenderers, who 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.
15.	The short listed tenderers will have to arrange for the Technical or field / Practical demonstration of the Equipments, if any required, at their own cost at the place and date to be fixed by the Authority. The bids of the firms / bidders who do not arrange / participate in the demonstration as above will be treated as rejected.
16.	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;
17.	The supplies delivered by the successful tenderers shall be surveyed and verified at our Stores i.e. Police Central Stores Jammu/Srinagar by the Survey Committees constituted for the purpose.
18.	The successful tenderer shall have to enter into an agreement/deed 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.
19.	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 justifiable.
20.	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.
21.	The tenderer is required to furnish an authenticated copy of latest Sales Tax/ VAT/ clearance certificates and PAN and VAT registration certificate(alongwith the tender offer or at the time of payments). The PHQ shall be at liberty to put to scrutiny, verification etc. the Sales tax clearance so furnished by the successful tenderer
22.	Payment shall be released by the department against each consignment delivered in entirety, inspected, accepted and properly brought on stock in the concerned stock registers of the Department.
23.	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;
24.	As soon as the acceptance of the tender is communicated to the successful tenderers, the contract shall be binding on him. The EMD of the tenderer who backs out or withdraws 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;
	(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 deposit will be forfeited besides any other penal measures, the department may take as per norms in vogue;

	<p>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 think proper;</p>
	<p>c) 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;</p>
	<p>d) 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 other possible means, at his risk and cost. The department may give prior 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.</p>
25.	The supplier shall not sublet the contract or any part thereof to any other agency without the concurrence of PHQ.
26.	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 specifications they shall be rejected. The replacement of the rejected stores shall be allowed at the sole discretion of the department. The loss caused due to rejection of the supplies shall be entirely borne by the supplier. The rejected equipment 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 of the consignee.
27.	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.
28.	The authorities reserve absolute discretion to reject or accept any tender or a 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.

29.	The Department reserves the right to add or suitably modify the terms and conditions (without prior notification) as per exigencies that may arise for one or the other reason.
30.	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;
31.	Copies of tender can be had on any working day (during office hours) from AIG (Prov/Tpt) Police Headquarters J&K Pirbagh Srinagar or office of DIG of Police Jammu-Kathua Range, Jammu or SP J&K CID Cell II Harish Chander Mathur Lane Kasturba Gandhi Marg New Delhi 110001.

No. Prov-II/Elect-09/11-12/2011/NIT-19 / 24196-205 .

Dated: 19:05: 2011.

POLICE

HEADQUARTERS

J&K

SRINAGAR

**GIST OF NIT NO;19 of 2011
DATED; 19 /05 /2011.**

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 manufacturer/s to quote against the tender for the purchase of **Kerosene Heaters/ Diesel Heaters (Bukhari)** as per specifications given in Annexure "A" to this NIT. The tenders shall be addressed to IGP (Hqrs) PHQ J&K C/O Director General of Police J&K, Srinagar/Jammu. The last date for receipt of tenders is **17.06.2011 upto 1600** hours. Tenders shall be received at **Police Headquarters J&K at Pirbagh Srinagar or PHQ Gulshan Ground Jammu or J&K CID Cell Harish Chander Mathur Lane Kasturba Gandhi Marg New Delhi upto 17.06.2011 (1600 hours)**.

Technical Bid of tenders will be opened **on 20.06.2011 at 1100** hours at Police Headquarters J&K Srinagar. In case of unforeseen circumstances, the date of opening will be next working day or as notified separately.

The detailed tender documents with terms and conditions can be had on any working day from AIG (Prov/Tpt) PHQ J&K Srinagar or DIG of Police, Jammu, Kathua Range Jammu or SSP J&K CID Cell II Harish Chander Mathur Lane Kasturba Gandhi Marg New Delhi 110001.

ANNEXURE “B” TO NIT No:19 OF 2011; DATED. 19 : 05 :2011
PROFORMA FOR QUOTING RATE/S
(Separately to be quoted for Kerosene and Diesel Heaters /Bukharis)

S.No	Rates structure (F.O.R. Police Central Stores Srinagar and Jammu).	Unit rate in Rs.
1.	Basic Unit Cost.	
2.	Custom duty, Rate and amount (if applicable) should be mentioned. Besides, if the item is exempted from payment of custom duty, reference to relevant Govt. notification should be invariably mentioned so that custom duty exemption could be arranged and copy enclosed.	
3.	Excise duty with rate and amount of duty (if applicable).	
4.	VAT/CS. (Rate and amount to be indicated separately).	
5.	Packing, forwarding, freight, insurance etc. charges, up to place of destination/installation (Srinagar/Jammu).	
6.	Any other duty/charges. (Please specify the rate and amount, in absence of which it will not be accounted for.	
7.	Total Rate FOR Srinagar/Jammu (inclusive of all taxes/duties/charges etc).	
8.	J&K State Entry Tax is Extra (present rate of entry tax is 13.5%). Entry tax is reimbursed by the department to concerned firm, at actuals, against original documents of J&K Sales/Commercial Taxes Department at Lakhanpur.	

- (i) J&K Police do not issue Road permits, Excise duty/ entry tax exemption certificates or Concessional forms etc.

ANNEXURE “A”

NIT no. 19/2011. Dated-19/05/2011 for Kerosene / Diesel Heaters(Bukhari)

General:

1. The Heater should be able to give hot ambience in a residential space.
2. The heating equipment should be eco - friendly and conforming to the international standard.
3. The heating equipment should have safety measures of standard nature which shall in no way be detrimental to the health of the users.
4. The heating equipment shall have all latest features including; automatic ignition; highly fuel efficient, automatic safety shut off mechanism.

Technical:

(A) (Kerosene Heaters) = Qty- 500 .

- (I) Fuel base Kerosene operated Size H x B x D (in cm) Not more than 75 x 60 x 35
- (II) Heating performance(in K.Watt) Minimum 5.5.K.W
- (III) Fuel tank capacity (in Liters) Minimum 10 Ltrs
- (IV) Exhaust Pipe (i) Width : internal diameter should not more than 12 Cms
- (V) Length of exhaust pipe in parts to be mini 12 feet with Arm bends facility
- (VI) Approx weight (in Kgs) Not more than 30 Kg.
- (VII) Guarantee Minimum 12 months from the date of installation
- (VIII) Heating capacity under ambient conditions:
 - (a) Should be able to heat up space of min. 50 X 12 feet dimension(LxB)
 - (b) Room temperature (inside) heat to be maintained at + 18° C/hrs.
- (IX) Safety features: Should have sufficient safety features incorporated in design.
- (X) Maintenance: Should be maintenance free.
- (XI) Fuel consumption: should not consume more than 6 to 8 ml per min.
- (XII) Manufacturing Should be of metallic structure confirming standard safety norms and durability (with anti corrosion safeguards)

(B) Diesel Heaters= Qty- 500

- (I) Fuel base-Diesel operated
- (II) Should be able to heat up space of minimum 50x12 feet dimension (LxB)
- (III) Dual control of Air & temperature to reduce fuel consumption (should not consume more than 06 to 08 ml per minute)
- (IV) Should be maintenance free
- (V) Guarantee: minimum 12 months from the date of installation
- (VI) Room temperature (inside) heat to be maintained at +18° C/hrs;
- (VII) Should be of metallic structure conforming standard safety norms and durability (with anti-corrosion safeguards)

- Note:**
- (1) During the tendering process, due weightage will be given to the equipments which shall have advanced and better features.
 - (2) Sample of the Kerosene Heaters/ Diesel Heaters shall be deposited by the intending bidders either at Police Central Store Zewan Srinagar or Gulshan Ground Jammu by the closing date of tenders and not thereafter.
 - (3) Quantity mentioned above is tentative and subject to increase or decrease as per the discretion of PHQ.