

POLICE

HEADQUARTERS

J&K

JAMMU.

NIT NO 13 OF 2011
DATED: 29 -03 -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 Full Body Protectors (Trauma Pads) as per following specifications;-
- | 1. | Body Protectors (Trauma Pads) | Tentative Qty | = 5000 nos. |
|----|--|----------------------|--------------------|
| | Suit shall provide full protection to Upper Body, Shoulders, Forearms, Thighs & Groin Protector, Knee and Shin Guards etc. Should be very lightweight, made of harmless material, tuff durable and to provide total body protection against stone pelters, projectiles and ordinary chemicals. | | |
| 2. | The suit should offer a high level of flexibility and mobility, protection and coverage. | | |
| 3. | The suit shall be readily and easily adjustable and ideally sized to accommodate the specific body shape and size of different officers. | | |
| 4. | The suit design should allow for an emergency removal of the system from an injured officer. | | |
| 5. | Colour; black or per specification. (Sample Black)
Weight; to be indicated. Sizes; Small, medium & Large. | | |
- Approved/authorized dealers will attach valid & authenticated copy of authorisation of original manufacturer, **without which tender 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 2011-11.
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.	Despatch Instructions; Stores are required to be delivered at Consignee's location (Srinagar and Jammu), at freight, risk and cost of the supplier.
6.	One sample with one rate will be accepted for the tendered item. No multiple rates/samples will be accepted. Tenders without sample shall be rejected.
7.	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;
8.	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.	Delivery terms, delivery period to be quoted.
v.	The firm shall also provide expected life of the product Onsite Guarantee/warranty which shall not be less than one year from the date of acceptance of goods. Firm shall be responsible for replacement of Riot Control item in the event of its breakage, manufacturing defect, free of cost, during warranty period.
vi.	Tenderers should submit Lab Test Report of Full Body protector (Trauma Pads) from leading DRDO Laboratories or Govt / Government recognised Laboratories
vii.	Lab test reports should also contain the following certificate;- "It is Certified that the sample offered for Lab test is meeting/not meeting the entire requirement with reference to tender enquiry specifications and the sample is acceptable/not acceptable with reference to its tender enquiry specifications. Lab test certificate should not be older than the date of issue of this tender notice.
viii.	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
ix.	Test report of the sample shall be complete in all respects.
x.	Tenders with incomplete or without test report shall be rejected.
xi.	Sample tested shall bear the seal of the testing laboratory prominently.
xii.	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 Specifications, J&K Police shall be at liberty to initiate legal proceedings against such firm.
xiii.	Registration Certificate/Industrial Licence of original manufacturer, for the material quoted.
xiv.	Certificate of being authorized dealer having authorization of the original manufacturer

	to quote against the tender.
xv.	Authorised Dealer having authorisation to quote against this tender, shall furnish his Registration Certification with Central/State Sales Tax department.
xvi.	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.
xvii.	Any other relevant document which the firms wishes to submit.

A) **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, 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.

9. The firm shall have to give live demonstration of the product at PHQ J&K Jammu (wherever necessary) as and when required, on no cost and no commitment basis.
10. **Before opening of Financial Bids**, samples of qualified bidders shall be further physically evaluated, by the State Level purchase committee, on the spot, in terms of workmanship, durability, protection, 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.
11.
 - 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 envelops shall be superscribed "**TENDER FOR UNIFORM ITEMS (Annexure-A) of NIT NO. 13 of 2011 dated 29 . 03 .2011.**"
 - iii. The tenders may be sent by post well in time or delivered personally.
12. 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.**
13. 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.
14.	The approved supplier shall be deemed to have fully understood the conditions, specifications, size, patterns, etc. of the article/s etc. to be supplied and in case of any doubt may seek clarification; <u>Tel no: 0191-2459029</u>
15.	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.
16.	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.
17.	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.
18.	After the rate is approved, if it is found subsequently that tenderer 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.
19.	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
20.	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.
21.	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;
22.	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;
	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;
	c) Goods shall be delivered (as per instructions in supply order) either at Police Central store, Gulshan Ground, Gandhi Nagar, Jammu and 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;
	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.
	e) 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.
23.	The supplier shall not sublet the contract or any part thereof to any other agency.
24.	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 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 consignment.
25.	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.
26.	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.
27.	J&K Police Hqrs 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.
28.	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;
29.	Copies of tender can be had on any working day from AIG (Prov/Tpt) Police Headquarters J&K Jammu or office of DIG of Police CKR Srinagar or SP J&K CID Cell, 11-Harish Chander Mathur Lane Kasturba Gandhi Marg New Delhi 110001.

No. Prov-I/ NIT- 13/2011/16524-50

Dated: 29 .03. 2011.