

POLICE

HEADQUARTERS

J&K

SRINAGAR

NIT NO. 27 OF 2011
DATED 11 / 07/ 2011

- 1 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 authorized dealers/registered firms for the supply following Armoury tools:-

S.No	Name of the item	Tentative Quantity
1.	Flannelette Chandi roll of 10 Mtr., 10 CM Wide	5000 Roll
2.	Rifle oil OX 52	4000 ltrs.
3.	Rifle oil OX 13	4000 ltrs.
4.	Linseed oil	1000 ltrs.
5.	Pull through rifle SLR	7000 nos.
6.	Pull through rifle INSAS	5000 nos.
7.	Rod Cleaning SLR rifle	1000 nos.
8.	Rod cleaning 5.56 INSAS rifle	1000 nos.
9.	Rod cleaning Pistol Auto	700 nos.
10.	Rod cleaning no. 1 303" rifle	100 nos.
11.	Brush cleaning Chamber Cyl. SLR	1000 nos.
12.	Brush cleaning rifle INSAS	700 nos.
13.	Grease Min Jelly	10 kgs
14.	Pouch SLR	3000 nos
15.	Pouch rifle INSAS	1500 nos
16.	Pouch AK-47	1000 nos

2. The tenders shall be properly sealed and addressed to **ADGP (Headquarters) C/O Director General of Police J&K Srinagar**. The tender envelops shall be superscribed "**TENDER FOR ARMOURY ITEMS of NIT NO. 27 of 2011 dated 11 .07.2011**" as the case may be. The tenders may be sent by post well in time or delivered personally, at J&K Police Headquarters Pirbagh Srinagar, 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. 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 Pir Bagh Hyderpora, Srinagar on or before 05.08.2011 upto 1600 hours**. The tenders received after the expiry of prescribed period will not be entertained and shall be outrightly 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 Zewan Sringar/ Gulshan Ground Gandhi Nagar Jammu only** on or before **05.08.2011 upto 1600 hours**.
5. The tenders will be opened on **09 .08.2011 at 1100 hours** at Police Headquarters J&K Srinagar in presence of intending tenderers. Only authorized 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 50000/- whichever is less pledged to AIG (Prov) 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. 2000/- which shall accompany the tender offer only, in the shape of a crossed demand draft favoring 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 2011-12. **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 30th June 2012**. The rates so quoted should be inclusive (calculation to be shown separately) of all livable 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 30.06.2012. 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 2010-11. 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 Pirbagh Srinagar or office of DIG of Police Jammu or SP J&K CID Cell, 11-Harish Chander Mathur Lane, K.G Marg, New Delhi.

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

No. Prov-1/UE-1/2011-12/NIT- 27/32923-45

Dated: - 11 / 07/2011

POLICE

HEADQUARTERS

J&K

JAMMU/ SRINAGAR

TERMS AND CONDITIONS OF NIT NO; 27 OF 2011 DATED 11.7.2011

1. The tenders should be submitted in properly sealed envelope in two parts one part containing rate offer/earnest money and other part containing sample/s affixed with sealing wax and seal of the firm.
2. The rate/s tendered should (both in words and figures) be F.O.R. Central Store, Gulshan Ground Jammu/ Central Store, Batmaloo, Srinagar. Tenders should be filled in clearly and with one ink. No cuttings/alterations /over-writings should be made in the tender. Correction, if any, be done clearly and properly initialed. No telegraphic/ conditional tender shall be accepted.
3. 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;
4. The 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 AIG (Prov) 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;
5. The successful tenderers shall have to draw an agreement and deposit Security @ 5% 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;
6. Payment shall be made by the purchasing officer 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;
7. 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.
8. 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;
9. 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.
10. (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 remedy, that may be available to the department under the law for the time being in force in the State;
11. The formal deed incorporating the terms of the contract will be executed by the successful tenderer immediately. Failure to execute such bond/deed shall not however prevent the contract from being enforced against him. Any loss sustained by the Govt. as a result of re-tendering the contract shall be recovered from the defaulter, besides other penal measures;
12. Any sum of money payable or due to the supplier including deposits returnable to him shall be appropriated by the purchaser / Government and set off against any claim of the Govt. / purchaser as first charge, if so required.
13. Goods shall be delivered (as per instructions in supply order) either at Police Central store, Gulshan Ground, Gandhi Nagar, Jammu or Police Central Store, Srinagar duly packed in wooden case/s in perfect condition. The supplier if he so desires may insure the goods against loss of 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 be required to pay such charges if incurred;
14. If the successful tenderers 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. The purchase officer may give fifteen days

notice to the approved supplier in writing to make supplies good. To complains of failure/negligence or contravention the purchasing officer shall be lawfully entitled to retain any supply, the balance (which may be due to contractor/vendor etc) or forfeit the amount of the security money deposited by the supplier 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;

15. All legal proceedings arising out of any dispute between the parties shall have to be instituted in the Courts situated in Jammu and Srinagar and not elsewhere;
16. The successful tenderers shall arrange supplies within the period mentioned in the supply orders. The period of delivery and validity can however be extended, at absolute discretion of this Hqrs. provided sufficient reasons/justification are given by the supplier in such individual cases;
17. The contract/supply order can be repudiated at any time if the supplies are not made according to satisfaction of the department. It shall be at the absolute discretion of the Department to ask for replacement in lieu of rejected supplies and the vendor can not demand same as a matter of right, though he can make a representation to the effect.
18. The tenderer has to mention in his offer the minimum onsite warranty of the product. Training, handling, operational manual, wherever necessary, shall be supplied with the equipment/items. The stores supplied should be strictly in accordance with the approved sample, which can be seen by the intending tenderers in the central stores Jammu/Central Stores Srinagar before executing the supply;
19. The supplier shall not sublet the contract or any part thereof to any other agency;
20. The quality of the material supplied should conform to the approved sample and the specification mentioned in the supply order;
21. 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 and made good by the replacement. The loss caused as per rejection/replacement 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 information of the 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;
22. The suppliers shall be responsible for the proper packing of the supplies so as to avoid damage under normal conditions of transport by Sea, Rail Road or Air and deliver the material in good condition to the consignee at the destination. In the event of any loss damage, breakage, leakage or shortage, the supplier shall be liable to make good the loss and shortage found at the time of checking/inspection of material by the consignee. No extra cost on such account shall be admissible.
23. The Department reserves the right to add to/ suitably modify the terms and conditions (without prior notification) as per exigencies and hence above should not be construed as all inclusive.

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