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e- NIT NO. 21 OF 2014  
DATED: 28.9.2014

For and on behalf of the Governor of Jammu & Kashmir State, e- tenders are hereby invited from original manufacturers or their authorized dealers having proper authorisation of the manufacturer to quote against this tender for the printing and supply of **J&K Police wall Calendars 2015** (indicated in the detailed SBD and BOQs). The tender ID is 2014\_DGPJK\_ \_ . The download of NIT shall start on 29.09.2014 at 1100 hours. Tenders shall be submitted online on J&K State e-Procurement Portal [www.jktenders.gov.in](http://www.jktenders.gov.in) before 20.10.2014 upto 1500 hours. The samples shall be submitted at Police Central Store, Gandhi Nagar, Jammu and Police Central Store Zewan, Srinagar before closing date of submission of e-tender. Samples received after the prescribed date or time shall not be accepted.

The tenders (technical bids only) will be opened online on 21.10.2014 at 1100 hours at Police Headquarters Peerbagh Srinagar. In case of unforeseen circumstances, the date of opening will be next working day.

Detailed tender documents (SBD) with terms and conditions are available on J&K State e-Procurement Portal [www.jktenders.gov.in](http://www.jktenders.gov.in).

AIG(Prov./Tpt.) 28/9.

For Director General of Police,  
J&K-Srinagar

Dated: 28.9.2014.

No. Prov-I/ 50667-05  
Copy to the:-

1. Principal Secretary to Govt. Home Department J&K Srinagar
2. ADGP Armed J&K Srinagar
3. All IsGP J&K Police for information.
4. Director Information J&K Srinagar alongwith copy of Gist. Kindly arrange the publication of Gist of the NIT in National Dailies viz, The Hindu, Decan Herald, Hindustan Times , Indian Express and in local Newspapers i.e. (Greater Kashmir in Srinagar) and Excelsior in Jammu) and Tender Journals etc for wide publicity. The payment for publication in National Dailies shall be made by the PHQ against bills.
5. Director Door Darshan Jammu/Srinagar and Station Director Radio Kashmir Srinagar/Jammu for putting the tender notice on air for three consecutive days.
6. Director Industries Jammu/ Srinagar, for information
7. DIG of Police CKR, Srinagar/ Jammu Kathua Range alongwith 10 copies of Gist each for distribution among the leading firms.
8. Manager, Government Press Srinagar/Jammu for publication in Govt. Gazette.
9. SP J&K CID Cell, 11-Harish Chander Mathur Lane Kasturba Gandhi Marg New Delhi 110001 alongwith 10 spare copies of Gist thereof for distribution among leading firms/dealers.
10. AIG Welfare PHQ J&K Srinagar for information.
11. PRO to DGP J&K Srinagar alongwith 06 copies of Gist of NIT thereof. He will personally liaise with Directorate Information for publication of the Gist immediately and make available concerned Newspapers to AIG (Prov/Tpt) PHQ J&K.
12. DYSP In-charge PCS, Zewan Srinagar/Gulshan Ground, Jammu
13. In-charge IT Centre PHQ for posting of NIT available on website of J&K Police.

For Director General of Police, 28/9.  
J&K- Srinagar

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e-NIT NO. 21 OF 2014  
DATED. 28.9.2014

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| SBD |
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| 1  | <p>For and on behalf of the Governor of Jammu &amp; Kashmir, e-tenders are hereby invited from <b>original manufacturers or their authorised dealers</b> having specific authorisation from their original manufacturer/s to quote against this tender ( as per format provided in APPENDIX-I ) for the printing and supply of <b>J&amp;K Police wall Calendars 2015</b> as detailed in <u>Annexure to this NIT</u>. The NIT Consisting of qualifying information, eligibility criteria, specifications, Bill of Quantities (BOQ), set of terms and conditions of contract and other details can be seen/downloaded from J&amp;K State e-Procurement Portal <a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a> from <u>29.09.2014 at 1100 hours to 20.10.2014</u> upto 1500 hours</p> <p><b>Note.</b> Only those firms are allowed to respond who are the manufacturer/s or their authorized dealers. In case of authorized dealers, a specific authorization letter from their manufacturer with reference to this particular tender should be attached. Tenders of approved/authorized dealers without a specific authorisation for this tender (as per format provided in APPENDIX-I) from original manufacturer shall be rejected.</p>             |  |
| 2. | Last date and time for receipt of samples  | On <u>21.10.2014 upto 1500 hours</u> Samples received after the prescribed date or time shall not be accepted. The sample shall be packed in a separate cover affixed with sealing wax and seal of the firm, quoting NIT & Annexure details. |
|    | Address for submission of samples (wherever required)  | The samples shall be received only <u>at Police Central Stores Gulshan Ground Gandhi Nagar Jammu or Police Central Store Zewan Srinagar</u> before closing date of submission of tender.   |
|    | Time/date and place for online opening of Technical bid only   | On <u>20.10.2014 at 1100 hours</u> at J&K Police Hqrs. Peerbagh Srinagar   |
|    | Validity of tender offer   | Upto 31.03.2015  |
| 3. | <p><b><u>TENDER SAMPLES REQUIRED ALONGWITH BID:</u></b></p> <ol style="list-style-type: none"> <li>1. Tenderers shall submit sample for each item quoted. They will ensure that samples submitted by them fully conform to all the parameters of the NIT specifications.</li> <li>2. Offers received without tender sample or in case the tender sample is received after due date and time for receipt of tenders shall not be accepted.</li> <li>3. All tender sample/s should have a card affixed to it duly signed and stamped by the firm indicating (i) Name of the firm (ii) Tender No. (iii) Date of opening of tender and (iv) Name of the item, make and model (wherever applicable).</li> <li>4. <b>Samples shall be without any kind of Marking/Sign/Symbol/Blot/Scratch/Stain. Samples not conforming to this clause shall be rejected.</b></li> <li>5. Tender samples of the tenderer whose offer has not been accepted may be collected by their authorised representative on requisition on letter head of the firm, duly stamped, signed and attested by tenderer. In case samples are not collected within the period of rate validity of this tender, the sample will be disposed off without any cost/ liability to J&amp;K Police.</li> </ol> |  |
| 4. | <p>All tender documents attached with this invitation to tender including the specifications are <b>SACROSANCT</b> for considering any offer as complete offer. It is important that scanned copy of each page of the <b>TENDER DOCUMENT DULY</b> completed and signed <b>IS UPLOADED WITH YOUR OFFER</b> in a sequential manner and not haphazardly.</p>  |  |


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| 5. | <p>The tender fee has been fixed for SSI Units Rs. 100/- &amp; all other vendors have to pay Rs 2000/- as tender fee in the shape of a <b><u>crossed demand draft</u></b> favouring Chief Accounts Officer PHQ, J&amp;K payable at Srinagar. The tender fee is not refundable and the same will be deposited into Govt. Treasury under Head 0055-Police for the year 2012-13. The Scan copy of the draft should be part of the online Bid. The original be sent by post to the AIG (Prov/Tpt) c/o Director General of Police J&amp;K Peerbagh Srinagar along with covering letter in an envelope &amp; should have a card affixed to it duly signed and stamped by the firm indicating (i) Name of the firm (ii) Tender No. (iii) Date of opening of tender before the opening of technical Bid. The local SSI units of J&amp;K State are required to pay the tender fee prescribed as per J&amp;K Govt rules. However, the Govt/Semi-Govt. concerns of the J&amp;K State claiming exemption shall append authenticated orders, certificates etc. issued by competent authority in support of their claim. <b>Tenders without stipulated tender fee shall be rejected.</b></p>   |   |
| 6. | <p><b><u>Earnest Money Deposit (EMD)</u></b><br/> The intending tenderers will have to send the Earnest Money only in shape of CDR/FDR from any nationalized bank/State owned Banks for an amount of Rs <b>5000/- for SSI Unit holders and 2% of the value of quoted tender or Rs.1.00 lac whichever is less for others</b>, pledged to AIG (Prov/Tpt) PHQ J&amp;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, whereas, 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. The Scan copy of the CDR/FDR should be part of the online Bid and the original be sent by post to the AIG (Prov/Tpt) C/O Director General of Police J&amp;K Peerbagh Srinagar along the tender fee before the opening of technical Bid. J&amp;K Govt. rules with regard to furnishing of EMD in respect of local Registered SSI units of J&amp;K State shall be applicable in letter and spirit. The local SSI units are required to pay the EMD prescribed as per J&amp;K Govt rules. For the purpose, SSI units shall have to furnish Registration Certificate <b>INDICATING THEREIN THE DETAILS OF ITEMS AND INSTALLED CAPACITY PER MONTH</b> and Functional Certificate of SSI Unit, issued by the competent authority, after issuance of the tender document, with their tender offer failing which the benefits of SSI units will not be allowed. The Government/ Semi Govt. or similar other concerns of J&amp;K state, claiming exemption from the payment of EMD shall have to append duly authenticated orders, certificate etc. from competent authority supporting their claims. <b>Tenders without EMD shall be rejected.</b></p> |   |
| 7. | <p>i)Stores required at</p> <p>ii)Dispatch instructions</p> <p>iii)Delivery required</p> <p>iv)Inspection</p> <p>v)Inspection authority/ place of survey</p> <p>vi)Packing and marking</p> <p>vii)Payment terms</p>  | <p><b>FREE DELIVERY AT CONSIGNEE LOCATIONS (Police Central Store Zewan Srinagar and Police Central Store Gulshan Grounds Gandhi Nagar Jammu. Tenderers are required to quote rates on free delivery at consignee's location basis only. <u>Tenders received quoting rates on FOR Destination Stations/Station of Despatch basis shall be rejected.</u></b></p> <p>Stores are required to be delivered at consignee's locations as detailed in clause 7(i)</p> <p>Approximately within 35 days from the date of issue of Acceptance of Tender/ formal supply order whichever is earlier</p> <p>The department is at liberty to conduct the inspection of stores during any stage of manufacturing. Tenders should disclose the name and full address (along with telephone/fax no. of the place where the stores will be manufactured and will be available for inspection.</p> <p>Board of Officers, duly constituted by the J&amp;K Police, at consignee's premises</p> <p>As per clause 28 of this tender</p> <p>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. Remittance charges (Bank Commission) on payment made to the firms will be borne by the supplier/s. The preferred mode of payment will be through RTGS, for which the approved supplier shall have to furnish the Bank/RTGS code details.</p> |

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|-------|--|----|---|-----|---|------|-----------------------------|-----|--------------------------|----|--|-----|---|------|---|-------|---|-----|---|----|--|-----|---|------|--|-------|---|------|---|-----|--|------|--|----|---|-----|--|
| 8.    | Rates quoted by the firms should be on firm price basis.   |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |
| 9.    | Firms shall clearly indicate different taxes, duties, charges which they propose to charge as per the format of Bill of Quantity (BOQ) available with the e-tender, <u>moreover online generation of financial comparative (BOQ Chart) is of indicative nature only and not conclusive. The detailed financial comparative (BOQ Chart) shall be worked out by department and information can be uploaded on the website for general information of all the Tenderer.</u>   |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |
| 10.   | 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 within 15 days from the uploading of tenders online and thereafter pre-bid conference can be held by the J&K Police if required.   |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |
| 11.   | 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;  |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |
| 12.   | Purchaser reserves the right to change the quantity of stores allotted to them.  |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |
| 13.   | Purchaser reserves the right to get the manufacturing capacity of all the firms re-verified irrespective of the registration status or any other document/ information.  |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |
| 14.   | Purchaser reserves the right to cancel/reject or scrap any or all the tenders, with no consequential liability.  |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |
| 15.   | <p><b><u>TWO BID SYSTEM:</u></b></p> <p>All bidders are required to submit their offers in two covers online as under;-</p> <p>(A) <b><u>FIRST COVER (Technical Bid)</u></b> is to be uploaded Online as Scan Copies in PDF format should contain the following;-</p> <table border="1"> <tr> <td>i.</td> <td>The tenderer will clearly mention the name of the items against which it has quoted in the covering letter.</td> </tr> <tr> <td>ii.</td> <td>Tender documents of all pages duly completed and signed <b>BUT WITHOUT INDICATING THE RATES QUOTED.</b></td> </tr> <tr> <td>iii.</td> <td>Scan copy of Earnest money.</td> </tr> <tr> <td>iv.</td> <td>Scan copy of Tender Fee.</td> </tr> <tr> <td>v.</td> <td>Technical specifications of the items quoted &amp; samples furnished</td> </tr> <tr> <td>vi.</td> <td>Tenders with incomplete or without test report shall be rejected.</td> </tr> <tr> <td>vii.</td> <td>Registration certificate/Industrial Licence of original manufacturer, with due validity for the items quoted.</td> </tr> <tr> <td>viii.</td> <td>Certificate of being authorized dealer having proper and specific authorization (as per format provided in Appendix-I) of the original manufacturer to quote against this tender.</td> </tr> <tr> <td>ix.</td> <td>Authorized Dealer having authorisation to quote against this tender, shall furnish his Registration Certification with Central/State Sales Tax department for that particular item.</td> </tr> <tr> <td>x.</td> <td>Scan copy of the NIT, all pages duly signed &amp; stamped by the tenderer, in token of having understood and accepted the specifications, terms &amp; conditions of the NIT.</td> </tr> <tr> <td>xi.</td> <td>Performance statement if any as per APPENDIX-III of this NIT.</td> </tr> <tr> <td>xii.</td> <td>Acceptance of Warranty/guarantee of the item</td> </tr> <tr> <td>xiii.</td> <td>Acceptance regarding delivery within the stipulated delivery schedule .</td> </tr> <tr> <td>xiv.</td> <td>PAN no/VAT/TIN No. Self attested photocopies thereof be appended.</td> </tr> <tr> <td>xv.</td> <td>Check list for tenders as per APPENDIX-IV.</td> </tr> <tr> <td>xvi.</td> <td>Any other relevant document which the firms wishes to submit</td> </tr> </table> <p>B) <b><u>SECOND COVER (Commercial/Price Bid)</u></b> should contain the following;-</p> <table border="1"> <tr> <td>i.</td> <td>Rate quoted by the firm which should be on firm price basis as per Bill of Quantities (BOQ) of the e-tender to be downloaded from the website and Rates should be carefully quoted offline and then uploaded<br/><b>(Note)</b> J&amp;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.<br/><b>The Zero basic cost quoted for any item in BOQ will be treated as Nil Quoted</b></td> </tr> <tr> <td>ii.</td> <td>Rates quoted shall be final till the validity of the contract i.e. upto <b>31.03.2015.</b></td> </tr> </table> | i. | The tenderer will clearly mention the name of the items against which it has quoted in the covering letter. | ii. | Tender documents of all pages duly completed and signed <b>BUT WITHOUT INDICATING THE RATES QUOTED.</b> | iii. | Scan copy of Earnest money. | iv. | Scan copy of Tender Fee. | v. | Technical specifications of the items quoted & samples furnished | vi. | Tenders with incomplete or without test report shall be rejected. | vii. | Registration certificate/Industrial Licence of original manufacturer, with due validity for the items quoted. | viii. | Certificate of being authorized dealer having proper and specific authorization (as per format provided in Appendix-I) of the original manufacturer to quote against this tender. | ix. | Authorized Dealer having authorisation to quote against this tender, shall furnish his Registration Certification with Central/State Sales Tax department for that particular item. | x. | Scan copy of the NIT, all pages duly signed & stamped by the tenderer, in token of having understood and accepted the specifications, terms & conditions of the NIT. | xi. | Performance statement if any as per APPENDIX-III of this NIT. | xii. | Acceptance of Warranty/guarantee of the item | xiii. | Acceptance regarding delivery within the stipulated delivery schedule . | xiv. | PAN no/VAT/TIN No. Self attested photocopies thereof be appended. | xv. | Check list for tenders as per APPENDIX-IV. | xvi. | Any other relevant document which the firms wishes to submit | i. | Rate quoted by the firm which should be on firm price basis as per Bill of Quantities (BOQ) of the e-tender to be downloaded from the website and Rates should be carefully quoted offline and then uploaded<br><b>(Note)</b> 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.<br><b>The Zero basic cost quoted for any item in BOQ will be treated as Nil Quoted</b> | ii. | Rates quoted shall be final till the validity of the contract i.e. upto <b>31.03.2015.</b> |
| i.    | The tenderer will clearly mention the name of the items against which it has quoted in the covering letter.  |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |
| ii.   | Tender documents of all pages duly completed and signed <b>BUT WITHOUT INDICATING THE RATES QUOTED.</b>  |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |
| iii.  | Scan copy of Earnest money.  |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |
| iv.   | Scan copy of Tender Fee.   |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |
| v.    | Technical specifications of the items quoted & samples furnished   |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |
| vi.   | Tenders with incomplete or without test report shall be rejected.  |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |
| vii.  | Registration certificate/Industrial Licence of original manufacturer, with due validity for the items quoted.  |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |
| viii. | Certificate of being authorized dealer having proper and specific authorization (as per format provided in Appendix-I) of the original manufacturer to quote against this tender.  |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |
| ix.   | Authorized Dealer having authorisation to quote against this tender, shall furnish his Registration Certification with Central/State Sales Tax department for that particular item.  |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |
| x.    | Scan copy of the NIT, all pages duly signed & stamped by the tenderer, in token of having understood and accepted the specifications, terms & conditions of the NIT.   |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |
| xi.   | Performance statement if any as per APPENDIX-III of this NIT.  |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |
| xii.  | Acceptance of Warranty/guarantee of the item   |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |
| xiii. | Acceptance regarding delivery within the stipulated delivery schedule .  |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |
| xiv.  | PAN no/VAT/TIN No. Self attested photocopies thereof be appended.  |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |
| xv.   | Check list for tenders as per APPENDIX-IV.   |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |
| xvi.  | Any other relevant document which the firms wishes to submit   |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |
| i.    | Rate quoted by the firm which should be on firm price basis as per Bill of Quantities (BOQ) of the e-tender to be downloaded from the website and Rates should be carefully quoted offline and then uploaded<br><b>(Note)</b> 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.<br><b>The Zero basic cost quoted for any item in BOQ will be treated as Nil Quoted</b>  |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |
| ii.   | Rates quoted shall be final till the validity of the contract i.e. upto <b>31.03.2015.</b>   |    |   |     |   |      |                             |     |                          |    |  |     |   |      |   |       |   |     |   |    |  |     |   |      |  |       |   |      |   |     |  |      |  |    |   |     |  |

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| 16. | On due date of opening of tenders i.e. <u>21-10-2014</u> at 1100 hours, technical bid only shall be opened and the technical evaluation process will start. Those who qualify the technical bid will be informed online with the announcement of financial bid opening date.   |
| 17. | Before opening of Financial Bids, samples of technically qualified bidders may be further physically evaluated by Jammu & Kashmir Police. The samples not conforming to the functional requirements of the purchaser/Tender requirements shall be rejected. Decision of Police department regarding acceptance/ rejection of samples will be final.  |
| 18. | <b>Security Deposit</b><br>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 @ <u>5%</u> of the total value of the items contracted for and for DGS&D Rate Contract based supplies the security deposit will be 2%, in the shape of CDR/FDR from a Nationalized/Scheduled Bank, at the time of signing of <u>Deed of Agreement</u> 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.   |
| 19. | <b>Guarantee/Warranty</b><br>Except as otherwise provided in the invitation to the tender, the contractor hereby declares that the goods, stores, articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the contract. The contractor hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of twelve months, from the date of acceptance of supplies by the purchaser. If during the aforesaid period of 12 months, the said stores/goods/articles be discovered not to conform to the description and quality aforesaid 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/replace the goods/stores/articles or such portion thereof by the contractor and in such an event, the above mentioned warranty period shall apply to the goods/articles/stores rectified/replaced from the date of rectification/replacement thereof. In case of failure of the contractor to rectify or replace with 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 by the available means. |
| 20. | <b>Liquidity Damages</b><br>Successful tenderer shall have to make the supplies within the stipulated period as would be mentioned in the supply order.<br>J&K Police reserves the right to impose liquidity damages of 5% of the cost of unsupplied stores which shall depend upon the nature of supplies and extent of delay. However, period of delivery may be extended, at absolute discretion of J&K Police provided the delay is attributable to reasons beyond the control of the supplier but not attributable to business transactions and provided delay is communicated in writing justifying cause of delay.  |
| 21. | The supplies delivered by the successful tenderer shall be surveyed and verified by the J&K Police at stores i.e. Police Central Stores Jammu/Srinagar, as the case may be.  |
| 22. | As soon as the acceptance of the tender is communicated to the successful tenderers online, 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;   |
| 23. | 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.  |
| 24. | 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 2013-14 or a year earlier. The PHQ shall be at liberty to put to scrutiny, verification etc. the Sales tax /VAT  |

|     |   |
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|     | clearance so furnished by the successful tenderer.  |
| 25. | 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 specifications shall be carefully studied for the sake of complete and comprehensive tender. Failure to comply with any of the conditions stipulated in the tender or instructions or the offer with insufficient particulars/documents shall lead to out-right rejection of the tender.   |
| 26. | 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 provisions the department may decide as per norms;   |
| 27. | 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 provisions as the department may decide;  |
| 28. | <b>Delivery of Goods</b><br>Goods shall be delivered (as per instructions in supply order) at Police Central Store, Gulshan Ground, Gandhi Nagar, Jammu and Police Central Store, Zewan, Srinagar as the case may be 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;  |
| 29. | 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 the risk and cost of the tenderer. The department may give 15 days notice to the approved supplier in writing to make supplies of goods. 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; |
| 30. | Either the original manufacturer or his authorised dealer can participate for a particular item or sample(s) only. Tender offers where both original manufacturer and his authorised dealer participates for the same item shall be rejected.   |
| 31. | If at any stage of the tender process two or more bidders are found in collusion between/among themselves with intent to reduce competition, set price, share technical expertise, share business information/decision, control/share production and/or distribution of products and raise price, all such tenders shall be out-rightly rejected.   |
| 32. | If at any stage of tender process any bidder/s is/are found influencing any Government Servant associated with or handling the tender process and supplies thereof, bid of such tenderer/s shall be rejected besides invoking any other provision available under rules.  |
| 33. | <b>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;</b>  |
| 34. | Supplies if deficient in any manner viz-a-viz supply order shall be rejected. Penalty/damages would be imposed and recovered from the bidder as per the terms and conditions indicated in the supply order.   |
| 35. | <b>The supplier shall not sublet the contract or any part thereof to any other agency;</b>  |
| 36. | 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 of the purchaser.   |

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| 37. | 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.  |
| 38. | Bidders submitting their bids on-line shall only be accepted and manual bids shall be rejected and no document other than mentioned in the NIT shall be accepted manually.  |
| 39. | PHQ may call any bidder at any stage of the tender process for seeking any clarification.   |
| 40. | Queries/representations on Tender enquiry received upto pre-bid meeting or within 07 days from the date of publication of Tender Enquiry(Whichever is earlier) would be entertained. All queries and representations received after the aforesaid period would not be entertained.  |
| 41. | The bidder should furnish an undertaking APPENDIX-II of this NIT stating that he/she is not connected in any manner with any other bidder in this tender with respect to manufacturing, distribution, supply, in sharing business information/documents price of the item etc for the items quoted in this bid. If this is found to be incorrect, his/her tender would be rejected. |
| 42. | The detailed NIT, SBD and BOQ is available on J&K State e-Procurement portal <a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a> . In case of any clarification, please contact on Phone no. 0194-2443031.   |

  
AIG (Prov./Tpt.), 20/9.  
For Director General of Police,  
J&K-Srinagar

Dated: 20/9.2014.

No. Prov-I/ 50667-85

APPENDIX-I

MANUFACTURER'S AUTHORIZATION LETTER/CERTIFICATE:

To,

The Director General of Police  
J&K , Srinagar

Subject;- \_\_\_\_\_

Sir,

Please refer to your e-tender enquiry (NIT) No----dated-----.

2. We \_\_\_\_\_ who are proven and reputable Manufacturers of \_\_\_\_\_ ( name and description of the goods offered in the tender) having factories at \_\_\_\_\_ hereby authorize M/s \_\_\_\_\_ (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above said goods manufactured by us.
3. We further confirm that no supplier or firm or individual other than M/s \_\_\_\_\_ (name and address of the above agent/dealer) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above said goods manufactured by us.
4. We also hereby extend our full warranty, CMS, support as per the conditions of contract, read with modifications, if any, in the special conditions of contract for the goods and services offered for supply by the above firm against this TE document.

Yours faithfully,

Signature with date, name and designation  
For and on behalf of M/s \_\_\_\_\_  
(Name and address of the Manufacturers)

Note:-

1. This letter should be on the letter head of the manufacturing firm and should be signed by the person who is competent having the power of attorney.
2. Scan copy of the original letter must be attached with tender documents.

SIGNATURE OF THE TENDERER.



APPENDIX-II

Reference e NIT No \_\_\_\_\_ of 2014 dated \_\_\_\_\_ 2014

To,

The Director General of Police  
J&K , Srinagar

Sir,

1 |-----| hereby state that I am not connected in any manner with any other bidder in this tender with respect to manufacturing distribution, supply, in sharing business information/documents price of the item etc for the items quoted in this bid.

2. I further state that if this is found to be incorrect, the police department is at liberty to reject my tender.

Yours faithfully,

Signature with date, name and designation  
For and on behalf of M/s \_\_\_\_\_  
(Name and address of the Manufacturers)

**Note:-**

1. This undertaking should be on the letter head of the manufacturing firm and should be signed by person by the manufacturer.
2. Scan copy of the original letter must be attached with tender documents.

**SIGNATURE OF THE TENDERER.**

**APPENDIX-III**

**Performance statement for last two years**

|  |  |
|--|--|
| Name of the firm                         |  |
| Description of stores                    |  |
| Quantity on order                        |  |
| Value                                    |  |
| Original D.P                             |  |
| Quantity supplied within original D.P    |  |
| Final Ext D.P.                           |  |
| Last supply position.                    |  |
| Reasons for delay in supplies ( if any)  |  |
| Past performance in % age upto 2 crores  |  |
| Past performance in % age above 2 crores |  |

Signature of Tenderer

**APPENDIX-IV**

**General instructions/CHECK LIST FOR TENDERERS;**

Before submission of tender documents, the tenderers should check whether they have complied with the following requirements of otherwise;-

| <b>S.No</b> | <b>Requirement to be checked before submission of the tender</b>  | <b>Complied<br/>(Please indicate<br/>YES or NO after<br/>complying with<br/>the requirement.</b> |
|-------------|---|--|
| 1.          | The tenderers for their own ease shall fill in relevant details of NIT offline & upload the same after ensuring accuracy  |  |
| 2.          | Whether tender fee scan copy is enclosed, with the technical bid?   |  |
| 3.          | Whether Earnest Money Deposit (EMD) scan copy is enclosed with the technical bid?   |  |
| 4.          | If an SSI Unit of J&K State, the same is indicated in the tender and scan copy of valid registration certificate with installed capacity per month is enclosed or not?  |  |
| 5.          | Whether monthly manufacturing and supplying capacity is mentioned in the tender document or not?  |  |
| 6.          | Whether scanned copy of complete tender documents are uploaded in the technical bid duly signed having official seal on all pages or not?   |  |
| 7.          | Whether tender documents are submitted in two bid system i.e. Technical and Financial Bids separately as per tender enquiry or not?   |  |
| 8.          | If called for in tender enquiry, whether tender sample conforming to the specifications has been deposited with Central Store Jammu/Srinagar (as provided in tender enquiry)?   |  |
| 9.          | Whether offer validity as required in tender enquiry is accepted and indicated in your tender document or not?  |  |
| 10.         | Whether terms of delivery and period as required in tender enquiry is accepted and indicated in your tender document or not?  |  |
| 11.         | Whether payment terms as required in the tender enquiry is accepted and indicated in your tender document or not?   |  |
| 12.         | Whether performance statement for last 2 years as required in tender enquiry in the format is enclosed or not. If not, reason thereof is given?   |  |
| 13.         | Whether warranty period as required in the tender enquiry is accepted or not?   |  |
| 14.         | (a) Status of tenderer as to whether manufacturer or manufacturer's authorized agent is indicated in your tender document. If authorised agent/dealer, valid authority letter for the stores offered from the manufacturer is enclosed or not.<br>(b) If an Indian agent of foreign principal, whether your firm enlisted with DGS&D under compulsory enlistment scheme or not. Copy of valid DGS&D enlistment certificate as Indian Agent of Foreign Principal is enclosed or not. If not, reason thereof is given in your tender document or not? |  |
| 15.         | If called for in the T.E. whether acceptance of functional demo/field trial clause, is specified in your tender document or not?  |  |
| 16.         | If called for in T.E. whether free training about use of equipment after supply, is accepted or not.  |  |
| 17.         | Whether indicated in the tender document, if your firm's  |  |

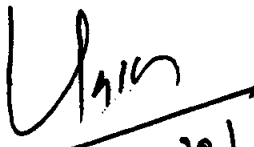
|     |  |  |
|-----|--|--|
|     | business dealings is banned by any Govt/Private agency or recommended for blacklisting or not?   |  |
| 18. | The complete commercial quote should be in Indian Rupees only. Currency of price should be clearly mentioned (wherever applicable).  |  |
| 19. | Tenderers are required to indicate Basic Rate, Custom Duty, Excise Duty, Sales Tax/VAT and any other leviable taxes/charges separately in the relevant columns of the BOQ. |  |
| 20. | Entry Tax/Octroi/Toll Tax and other Statutory Taxes will be applicable at actuals supported by documents , if admissible   |  |
| 21. | Tenderer will attach justification of price quoted which should include the recently executed contracts of the store in question with Govt/Semi Govt Organizations etc.    |  |
| 22. | No column should be left blank. Wherever amount is not quoted, the column should be clearly marked as 'Nil'.   |  |

| S No | Sensitive Documents part of Technical bid  | Non Sensitive Documents             |
|------|--|-------------------------------------|
| 1.   | Valid registration certificate/industrial license of original manufacturer for the items quoted                | Performance statement of two years  |
| 2.   | Valid authorization letter of original manufacturer in case of approved dealer                                 | Govt. supply orders for same if any |
| 3.   | Valid registration certificate of approved dealer with central/state sales tax department for the items quoted | Income tax clearance                |
| 4.   | VAT clearance  |                                     |
| 5.   | SSI unit -registration certificate (local SSI units of J&K State only)   |                                     |
| 6.   | SSI unit - functional certificate (local SSI units of J&K State only)  |                                     |
| 7.   | Scanned copies of EMD and Tender Fee   |                                     |
| 8.   | Scanned copy of NIT duly Signed & sealed   |                                     |

**SIGNATURE OF THE TENDERER WITH SEAL**

**J&K Police wall Calendar 2015**

| Name of the item with specification |   | Tentative Qty. |
|-------------------------------------|---|----------------|
| Title                               | Wall Calendar 2015  | 20000 Nos      |
| Date sheet Size                     | 17 x 22 inches  |                |
| Date Sheet                          | 6 leaves in 4 / 4 colours on 170 GSM Gloss Art paper<br>1 leaf in 4 / 0 colours on 170 GSM Gloss Art Paper. |                |
| Fly Leaf                            | To be printed in 2/0 colours on 120 GSM Maplitho Paper.   |                |
| Fabrication                         | Silver printing on 13 pages   |                |
| Binding                             | 7 MM Spiral on 22.00" side  |                |
| Packing                             | In Cartons  |                |

  
 AIG(Prov./Tpt.) 28/9.1  
 For Director General of Police,  
 J&K-Srinagar