

e-NIT NO. 07 OF 2016
 DATED. 9-01 . 2016

1	<p>For and on behalf of the Governor of Jammu & Kashmir sealed tenders are hereby invited from original equipment manufacturers or their authorized dealers having specific authorization from OEM to quote against this tender (as per format provided in Appendix-1st) for supply/installation/testing and commissioning of <u>both Wired and Wireless Based Conferencing System consisting of 10,15 and 20 delegates alongwith Chairman Unit</u> at various Training Institutions of J&K Police as per specifications detailed in <u>Annexure (A) to this e-NIT</u>. The e-NIT Consisting of qualifying information, eligibility criteria, specification, Bill of quantities, (B.O.Q) , Set of terms and conditions of contract and other details can be seen/ downloaded from the J&K State e-Procurement Portal www.jktenders.gov.in from 09.01.2016 at 1400 hours to 25.01.2016 upto 1600 hours.</p> <p><u>Note:-</u> Only those firms are allowed to respond who are OEM or their authorized dealers. In case of authorized dealers, a specific authorization letter from their OEM, with reference to this particular tender should be attached. Tenders of approved/authorized dealers without specific authorization for this tender (As per format provided in APPENDIX-1) from OEM shall be rejected. OEM should authorize only one tenderer for the quoted item.</p>				
2.	<table border="1"> <tr> <td data-bbox="239 1227 651 1305">Time/date and place for opening of tenders.</td> <td data-bbox="651 1227 1513 1305">27.01.2016 at 1500 hours at J&K Police Hqrs. Gulshan Ground, Jammu</td> </tr> <tr> <td data-bbox="239 1305 651 1361">Validity of tender offer</td> <td data-bbox="651 1305 1513 1361">31.03.2017.</td> </tr> </table>	Time/date and place for opening of tenders.	27.01.2016 at 1500 hours at J&K Police Hqrs. Gulshan Ground, Jammu	Validity of tender offer	31.03.2017.
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3.	<p>All tender documents attached with this invitation to tender are SACROSANCT for considering any offer as complete offer. It is therefore important that scanned copy of each page of the TENDER DOCUMENT DULY completed, page marked and signed is uploaded with the offer in a sequential manner and not haphazardly.</p>				
4.	<p><u>Tender Fees:</u></p> <p>The tender fee has been fixed <u>for SSI Units Rs. 100/- & all other vendors have to pay Rs 2000/-</u> as tender fee in the shape of a <u>Call Deposit Receipt valid at Call</u> favoring Chief Accounts Officer PHQ, J&K payable at Jammu/Srinagar. The tender fee is non refundable and the same will be deposited into Govt. Treasury under Head 0055-Police for the year 2015-16. 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&K Gulshan Ground Jammu along with covering letter in an envelope which should have a card affixed to it duly signed and stamped by the</p>				

	<p>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&K State 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 stipulated tender fee shall be rejected.</p>	
5.	<p><u>Earnest Money Deposit (EMD)</u></p> <p>The intending tenderers will have to send the Earnest Money in shape of CDR/FDR only from any nationalized bank/ state owned banks for an amount of <u>Rs 5000/- for SSI Unit holders and Rs.0.50 lacs for others, pledged to AIG (Prov/Tpt) PHQ J&K</u> 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 case of successful tenderer, it will be adjusted towards the security amount (required to be deposited) on application, for due performance of the agreed contract/performance during the warranty period. No interest shall be payable by the 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&K Gulshan Ground Jammu along the tender fee before the opening of technical Bid.</p> <p>J&K Govt. rules with regard to furnishing of EMD in respect of local Registered SSI units of J&K State 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 indicating therein the details of equipment and installed capacity per month 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.</p> <p>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.</p> <p>Tenders without EMD shall be rejected.</p>	
6.	Stores required at	<p>FREE DELIVERY AT CONSIGNEE LOCATIONS (Police Central Store Zewan Srinagar / Police Central Store Gulshan Grounds Gandhi Nagar Jammu or as would be detailed out in the supply order. Tenderers are required to quote rates on free delivery basis only at consignee's location. Tenders received quoting rates on FOR destination stations/station of despatch basis shall be rejected.</p>
	Delivery required	<p>Within 45 days from the date of issuance of acceptance of tender/ formal supply order which ever is earlier.</p>
	Despatch	<p>Stores are required to be delivered at consignee's locations</p>

	instructions	at freight, risk and cost of the supplier.
	Inspection	The department is at liberty to conduct the inspection of equipment during any stage of manufacturing .Tenderers should disclose the name and full address alongwith telephone/FAX No. of the place where the equipment is manufactured and will be available for inspection.
	Inspection authority/ place of survey	Board of Officers, duly constituted by J&K Police, at consignee's premises.
	Packing and marking	As per relevant clause of specification/tender
	Payment terms	Payment shall be released by the department only after the installation/ testing and satisfactory commissioning of the Conferencing System 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 suppliers. The preferred mode of payment will be through RTGS, for which the approved supplier shall have to furnish the Bank/RTGS code details.
7.	Rates quoted by the firms should be on firm price basis.	
8.	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.No claim, whatsoever shall be accepted once the supplu has been finalized on the basis of quoted prices+taxes. <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 will be uploaded on the website for general information of all the Tenderers.</u>	
9.	The approved supplier shall be deemed to have fully understood the conditions, specifications, make etc. of the equipment 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 PHQ,J&K, if required.	
10.	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;	
11.	Purchaser reserves the right to get the credentials of all the firms re-verified irrespective of the registration status.	
12.	Purchaser reserves the right to cancel/reject or scrap any or all the tenders with no consequential liability.	
13.	<u>TWO BID SYSTEM;</u> All bidders are required to submit their offers in two covers online as under:-	

(A) **FIRST COVER** (Technical Bid) is to be uploaded Online and Scan Copies in PDF format should contain the following;-

i.	Tender documents of all pages duly completed, page marked and signed BUT WITHOUT INDICATING THE RATES QUOTED.
ii.	Scan copy of Earnest money deposit/CDR.
iii.	Scan copy of Tender Fee receipt/CDR.
iv.	Technical specifications of the items quoted .
v.	Registration certificate/Industrial License of original firms with due validity, for the items quoted
vi.	Certificate of being authorized dealer having proper authorization of the OEM (as per Appendix-I) to quote against the particular item of the tender.
vii.	Authorized Dealer having authorization to quote against this tender, shall furnish his Registration Certification with Central/State Sales Tax department for the particular item.
viii.	Scan copy of the e-NIT, all pages duly signed, page marked & stamped by the tenderer, in token of having understood and accepted the specifications, terms & conditions of the NIT.
ix.	Performance statement/turn over for last two years as APPENDIX-II of this NIT.
x.	Warranty/guarantee of the item
xi.	Delivery period to complete the supplies.
xii.	Check list for tenders as per APPENDIX-III.
xiii.	Any other relevant document which the firms wishes to submit.

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


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. (Note) J&K Police does not issue Road Permits, Concessional Forms, state entry tax or Octroi etc. exemption certificates, as such; Rate quoted shall be F.O.R Consignee. The Zero basic cost quoted for any item in BOQ will be treated as Nil Quoted
ii.	Rates quoted shall be final till the validity of the contract i.e. upto <u>31.03.2017</u> with a provision of further extension if finally approved by

	competent authority of J&K Police Department.
14.	On due date of opening of tenders i.e <u>27.01.2016 at 1200 hours</u> , 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.
15.	<p><u>Security Deposit.</u></p> <p>The approved tenderer will have to furnish security deposit @ <u>5%</u> of the total value of the equipment contracted for, in the shape of CDR/FDR from a Nationalized /state owned Banks, pledged to AIG(Prov/Tpt),J&K at the time of signing of <u>Deed of Agreement</u> to ensure satisfactory performance of the equipment supplied. 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.</p>
16.	<p><u>GUARANTEE/WARRANTY;</u></p> <p>Except as otherwise provided in the invitation to the e-tender, the contractor hereby declares that the equipment sold/supplied to the purchaser under this contract shall be of the best quality and in accordance with the specifications and particulars contained/ mentioned in the contract. The contractor hereby guarantees that the said equipment would continue to conform to the description and quality aforesaid for a period of thirty six (36) months, from the date of satisfactory commissioning of the equipment.</p>
17.	<p><u>LIQUIDITY DAMAGES;</u></p> <p>Successful tenderer shall have to complete the installation of wired / Wireless Based Conferencing System within the stipulated period as would be mentioned in the supply order. J&K Police reserves the right to impose liquidity damages of 5% of the cost of unsupplied equipment which shall depend upon the nature of suppliers and extent of delay. However, period of delivery may be extended, at absolute discretion of PHQ, J&K provided the delay is attributable to reasons beyond the control/force majeure and provided delay is communicated in writing justifying cause of delay.</p>
18.	The equipment for installation of the wired / Wireless Based Conferencing System delivered by the successful tenderer, shall be surveyed and verified at our Stores i.e. Police Central Stores Jammu/Srinagar/place of installation, as the case may

	be.
19.	As soon as the acceptance of the tender is communicated to the successful tenderer 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;
20.	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.
21.	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 2015-16 or a year earlier. The PHQ shall be at liberty to put to scrutiny, verification etc. the Sales tax /VAT clearance so furnished by the successful tenderer.
22.	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 e-NIT in any manner) shall make such an offer liable for rejection. Therefore, all the terms and conditions of the tender Notice shall be carefully studied for the sake of complete and comprehensive tender. Failure to comply with any of the conditions stipulated herein above or instructions or the offer with insufficient particulars/documents shall lead to out-right rejection of the tender.
23.	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 equipment, the security deposited will be forfeited besides any other penal measure the department may take as per norms;
24.	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 decide.
25.	<u>Delivery of Equipment:-</u>

	The equipment 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/at places of installation 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 otherwise viz. war rebellion, riot etc., the insurance charges will have to be borne by the supplier and the department shall not pay such charges;
26.	If the successful tenderer fails to supply or install the equipment of the prescribed specification or fails to deliver the equipment within the stipulated period as specifically mentioned in the supply order, the department shall be at liberty to arrange the same by re-tendering or otherwise at his risk and cost of the tenderer. The department may give 15 days notice to the approved supplier in writing to make equipment 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 equipment and other remedies that may be available to the department, under the law for the time being in force in the state;
27.	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;
28.	<u>TRAINING;</u> The successful tenderer shall have to train 2-3 police personnel at each location for handling the equipment.
29.	The supplier shall not sublet the contract or any part thereof to any other agency;
30.	The decision of the accepting authority shall be final as to the quality of equipment and shall be binding on the supplier. In case the equipment supplied are not according to the approved specifications, they shall be rejected and at our absolute discretion, rejected equipment may be allowed to be made good by way of replacement. The loss caused due to rejection of the equipment 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
31.	If at any stage of tender process, any bidder/s is/are found influencing any Govt.

	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.
32.	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.
33.	The detailed e-NIT, SBD and BOQ is available on J&K State e-Procurement portal www.jktenders.gov.in . In case of any clarification, please contact on Phone no. 0191-2459029, Fax no. 0191-2459255.
34.	Bidders submitting their bids on-line shall only be accepted and no document other than mentioned in the e-NIT shall be accepted manually.



 AG (Prov./Tpt.),
 For Director General of Police,
 J&K-Jammu
 Dated: 9 .01.2016.

No.Prov-II/Elect-14/2015-16/ 1741-55

Copy to the:-

1. Principal Secretary to Govt. Home Department J&K Jammu
2. ADGP Armed J&K Jammu
3. All IsGP J&K
..... for favour of information.
4. Director General Information J&K Jammu alongwith copy of Gist with the request to 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 alongwith 10 copies of Gist 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. PRO to DGP J&K Jammu alongwith Gist of NIT. 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.
11. DYSP In-charge PCS, Zewan Srinagar/Gulshan Ground, Jammu
12. S.O e-Procurement / ~~SO IT~~ PHQ, J&K
..... information and necessary action.


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

06/11

APPENDIX-I

FORMAT OF MANUFACTURER'S AUTHORIZATION LETTER/CERTIFICATE;

TO,

The Director General,
J&K Police, Hqrs. Jammu/Srinagar.

Subject;- _____

Sir,

Please refer to your tender enquiry (NIT) No-

---dated 9.04.2016

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
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)	

Signature of Tenderer

APPENDIX-III**General instruction/CHECK LIST FOR TENDERERS;**

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

S.No	Requirement to be checked before submission of the tender	Complied (Please indicate YES or NO after complying with the requirement.
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 is enclosed with the technical bid?	
3.	Whether Earnest Money Deposit (EMD) is enclosed with the technical bid?	
4.	If an SSI Unit, the same is indicated in the tender and 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 copy of complete tender documents 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 compliance statement in the format as required in tender enquiry is enclosed with the supporting technical documents.	
13.	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?	
14.	Whether warranty period as required in the tender enquiry is accepted or not?	
15.	Whether details of AMC condition after warranty period is included in the price bid or not, if required in the tender enquiry?	
16.	(a) Status of tenderer as to whether manufacturer or manufacturer's authorized agent is indicated in your tender document. If authorized agent/dealer, valid authority letter for the stores offered from the manufacturer is enclosed or not. (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?	
17.	If called for in T.E. whether free training about use of equipment after supply, is accepted or not.	
18.	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?	
19.	The complete commercial quote should be in Indian Rupees only. Currency of price should be clearly mentioned (wherever applicable).	
20.	Entry Tax/Octroi/Toll Tax and other Statutory Taxes will be applicable at actuals, 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.	Test report, if required	
5.	Vat clearance	
6.	SSI unit -registration certificate	
7.	SSI unit - functional certificate	
8.	Copies of EMD and Tender Fee	
9.	Copy of NIT duly Signed & sealed	

SIGNATURE OF THE TENDERER WITH SEAL