



**J&K POLICE HOUSING CORPORATION JAMMU**

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**NIT No:- 02 of 2017**

This is a third NIT issued for procurement of Cement for PHC Division Jammu, For and on behalf of chairman J&K Police Housing Corporation (Jammu), Managing Director, J&K Police Housing Corporation Jammu invites sealed tenders from Major Cement manufacturers accredited with IS No:- 8112 of 1989, as amended from time to time, through Registered Post/Courier/ by Hand, affixed with a Revenue Stamp of Rs. 5.00 and 2% earnest money, in the shape of CDR/ FDR pledged to the Managing Director J&K Police Housing Corporation, for supply of OPC Cement, for Jammu Division (**FOR Stores Gulshan Ground Jammu**) from the manufactures or from their authorized representatives/registered suppliers. The tenders should reach in the office of Managing Director J&K Police Housing Corporation, Jammu on or before **15-03-2017** up to **03.00 PM**. The tenders shall be opened on the same day or any other subsequent date convenient to the Tender Opening Authority, in presence of those tenderers who may like to be present at the time of opening.

S No.	Particular	Year	Approximate Quantity	Earnest money
1	Supply, including loading, unloading and stacking Cement OPC 43 Grade For Jammu Stores	2017	1.00 lac bags	2% of the total cost
	<b>Total</b>		<b>1.00 lacs bags</b>	

Note:-

The detailed tender notice is also available on [www.jkpolice.gov.in](http://www.jkpolice.gov.in)

*AKR*  
*20/02/2017*  
Managing Director  
J&K Police Housing Corporation  
Jammu

No:-PHC/Admn/NIT-2016/ *400-91*

Dated:- *20* - 02- 2017

Copy to the:-

1. Dy. Director Information Jammu for publication of the tender notice in one National paper and Two largely circulated local daily(s) of Jammu & Srinagar, each;
2. FA/CAO, PHC J&K Jammu;
3. Executive Engineer, PHC Division Jammu.
4. Incharge IT Centre, PHQ, J&K Jammu for necessary action.

*S. IT*  
*20/2/17*

ANNEXURE TO NIT No:- 02 OF 2017

**J & K POLICE HOUSING CORPORATION JAMMU**  
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**Cover Ist. (Part -A)**

Earnest money amounting to Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only, as CDR/DDR/FDR  
No:- \_\_\_\_\_ Dated: \_\_\_\_\_ on  
(Bank) \_\_\_\_\_ is attached.

**Seal & Signature of the Tenderer with date**



**ANNEXURE TO NIT No: 02 OF 2017**

Cover (2<sup>nd</sup>) Part-B

TO BE ENCLOSED IN COVER 2<sup>nd</sup>.

(DULY ACCEPTED)

**TERMS AND CONDITIONS**

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1. The tender documents shall be issued only to the Major Cement manufacturers accredited with IS No:8112 of 1989 amended up to date and with valid registration license. The firm should provide the profile of the plant in respect of production capacity, process of production and list of major clients etc. under cover 2<sup>nd</sup>.
2. The tender document shall be downloaded from the website [www.jkpolice.gov.in](http://www.jkpolice.gov.in).
3. Any tender found to have been purchased by the firm which is not a Major Cement manufacture as per clause-I of this tender document shall be rejected at the time of the opening of tender or at any subsequent stage when the same comes to the notice of the Managing Director, J&K Police Housing Corporation;
4. The tender should be addressed to **Managing Director, J&K Police Housing Corporation, Near NHPC building, Narwal, Jammu.**
5. The tender should be cast in three covers as under:-
  - iv. First cover containing Earnest money in the shape of CDR/TDR/FDR and super scribed as "A".
  - v. Second cover containing terms and conditions along with valid IS Mark License duly attested by authorized Notary/Gazetted officer and profile of the Plant in respect of production capacity, process of production list of major clients etc. and super scribed as "B".
  - vi. Third cover containing only the price Bid, affixed with Rs. 5/- (rupees five) revenue Stamp and superscripted as "C".
6. The tender should reach the office of the Managing Director, J&K Police Housing Corporation, Jammu by Registered Post/Courier Service/Speed Post only at the above address on or before **15-03-2017 up to 03.00 PM** and the offer should be valid at least for 90 days ( Ninety days) from the date of opening of the PRICE BID.
7. The first cover containing Earnest Money and 2<sup>nd</sup> cover containing terms and conditions shall be opened at 3.00 PM either on the same day i.e. 15-03-2017 or any other subsequent date in presence of such of



the tenderers or their duly authorized representatives who may wish to be present at the time of opening of the tender. The 3<sup>rd</sup> cover containing the Price Bid of such of the tenderers who would have qualified at the time of 1<sup>st</sup> and 2<sup>nd</sup> cover and have met the eligibility criteria, shall be opened subsequently. The date of opening of Price Bid of the eligible tenderers shall be communicated/ notified separately;

8. Rates are to be offered on the tender document Part "C" (Price Bid) issued by the Department. The tenderer should also accept the terms and conditions given in the tender document and should put his/their signature(s) on each page with the company's stamp and name of signatory in block letters as token of acceptance;
9. The rates quoted should be clear and legible with out any over writing or erasure;
10. Corrections or insertions in the tender other than in the rates should be properly initialed ;
11. The rates for OPC Grade-43 in the tender should be hand written legible in ink or type written without any correction. Tender(s) written in pencil shall be rejected;
12. The tenderers shall have to quote for OPC Grade-43 on the tender document strictly in conformity with the terms and conditions of the NIT;
13. Conditional tenders such as "Subject to market fluctuation" etc. will not be accepted;
14. The rates inclusive of all (Central & Local) taxes and other charges applicable at the time of submission of tender should be quoted for delivery of Cement bags 50 kg in the Divisional Stores of J&K Police Housing Corporation at Gulshan Ground Jammu;

Note. (1) Any Statutory increase on account of revision of the State/Central Government levies during the completion/Scheduled period of this contract shall be that of the Department provided the material is supplied within the delivery schedule of the supply order. Payment for such cost shall be released only on production of the relevant document. Should there be any decrease in the rates of cement by any action of the State/Central Government, in the statutory levies/taxes, the corresponding reduction shall be applicable to entire supplies from the date these come in force.

15. a) Tenderers who may have running Rate Contract with the DGS&D for such items should indicate so and also enclose attested copy (ies) of the current Rate Contracts.
  - b) Depending upon their performance, Rate contract holder may receive preference at the time of evaluation of the tender.

- 16.
- a) Each lot of Cement shall be accompanied by standard test certificates issued by the Manufacturers;
  - b) The Consignee is at liberty to conduct the quality test of the product and in such case, the tenderer shall have to nominate a local representative for drawing of samples from the lots with the representatives of the Department. The Sample will be tested in either of the two State Government owned laboratories viz SICOP or Design Directorate. In case of failure of the Firm to depute representative on account of any reason what so ever it may be, the sample shall be collected by the departmental representative and the test results of the samples so collected shall be binding on the tenderers. The tenderers shall have to make good the loss or to replace the rejected quantity by products of proper specifications within a specific period.
  - c) Joint sampling of each rake by the authorized Representatives of J&K Police Housing Corporation and the supplier would be done within the premises of Divisional Stores Gulshan Ground Jammu, immediately on receipt of material in the PHC stores and its testing Jointly will be witnessed at:-
    - v. J&K State Material Testing Lab. Of Directorate of Designs Planning and Quality Control, Canal Road, Jammu /National Institute of Technology, Naseem Bagh Srinagar,or.
    - vi. Any of the leading test houses in Delhi preferably testing House, Government of India, National Council for Cement and Building material (NCCBM) vallabh Garh, Faridabad, Haryana and /or Shree Ram Testing House Delhi, Charges on account of testing in J&K State Government laboratory shall be borne by J&K Police Housing Corporation and charges on account of testing at other places/testing Houses shall be borne by the supplier. In case of variance in test results, the test report of National Test Houses shall be preferred.
  - d) If the test results show the products to be defective, the testing charges along with the cost of defective material not replaced shall be recoverable from the supplier and such recoveries will be affected from any payment from the amount due to the supplier, CDR/Security lying with the Department or through other remedial measures available under the Law.

16. In case of performance of the supplier/firm is reported un-satisfactory, their tender can be rejected and in that case, the department may procure the material at the risk and cost of the firm/supplier,

17. The tenderer (s) should bear in mind that if it comes to the notice of Police Housing Corporation that they have within the currency of the Contract offered a lower rate to any other party within the territorial Limits of the J&K States, price fall clause shall be applied and proceeding will be started for affecting recovery of the difference for the

whole lot out of the outstanding payment of the firm with the department/another Department in J&K State and recourse to other remedies under law in force. The Contractor shall furnish following certificate to the paying authority along with each bill for supplies made against the supply order.

"I/we certify that there has been no reduction in Sale Price of the stores identical to stores supplied to the Government under the Contract herein and such Stores have not been offered, sold by me/ us to any person/ Organization including the purchaser within the jurisdiction of the J&K at a price lower than the price charged under the contract within currency period of the Contract."

18. Tender should be accompanied with Earnest money in the form of CDR/TDR/FDR equal to 2% of the total cost of the given quantity, only pledged to Managing Director J&K PHC Jammu without which the tender shall not be entertained. CDR/TDR/FDR already lying with the department against any pervious Tender/Contract shall not be considered for this tender.
19. The Earnest Money shall be refunded to the unsuccessful tenderers and will be retained in case of successful tenderer (s) and treated as security deposit to be refunded after successful completion of the contract.
20. The Earnest money of the tenderer, who backs out or withdraws his tender or fails to abide by it after the acceptance thereof is conveyed or posted to the address shall be forfeited to the Government of J&K besides recourse to law in force in the State to recover the extra cost if involved in getting the work done through some other Agency at his risk and cost.
21. Failing to replace the defective/damaged material/shortage within specified period, the firm shall have to pay interest to J&K Police Housing Corporation @ 10% (ten Percent) PA on the value of such material from the date of 95% payment made under clause 23.
22. **PAYMENT**:- 95% (ninety five percent) payment shall be made after receipt and verification of the material in the Departmental Stores located near Gulshan Ground Jammu, through Payees Account cheques or Account transfer and balance 5% ( five percent) shall be kept under deposit by the consignee/ paying authority which shall be released only after successful execution of the contract,
23. The offered rates shall be valid for the complete year up to ending December 2017. The validity of rates can be extended if need be.
24. The tenderer have to give full address/phone/fax number at which correspondence is to be exchanged. Letters sent through certificate of

posting or by telegrams/ fax on the address given shall be considered to have been delivered. No controversy on this account shall be entertained.

25. **PENALTY:** Failure or default on the part of the tenderer to supply material in accordance with the specifications or within stipulated time or to fulfill all the terms and conditions mentioned herein and in the Agreement shall render the tenderer liable for payment of liquidated damages up to 10% ( ten percent) of the value of the Contract ,besides forfeiture of the Security Deposit to the Government and recourse to other remedies under the law in force.
26. As soon as the acceptance of the tender is conveyed to the successful tenderer, the contract shall be final and binding upon the contractor. Agreement Deed shall have to be executed with the Department by the Contractor within 10 days from the date of issue of the acceptance letter. Any delay or failure on this account shall inter-alia be construed as willful default inviting forfeiture to the Department of the Earnest Money amount.
27. a) Tentative requirement is 01.00 lacs bags of OPC Grade-43 which can be increased by even up to 100% of the tentative requirement and can be decreased subject to the actual requirement of the Corporation. The entire ordered quantity shall be completed as per supply schedule drawn with the Corporation at the time of execution of the Agreement. The Tenderer (s) should clearly indicate their capacity to supply Cement and should furnish the bar chart for supply of tendered quantity in our Stores. The minimum supply per week should be at least 05-07 thousand bags.
- b). However, this is subject to the requirement of the Corporation from time to time. The Corporation reserves the right to change the limits. Before placement of an order a detailed schedule shall be drawn out and incorporated in the supply order,
- c) The delivery period/schedule is subject to change by the Managing Director J&K PHC Jammu., depending upon storage capacity in both the Divisional Stores or for any other reasons for which suitable extension in the delivery period shall be granted .
28. The Managing Director J&K PHC Jammu shall have the discretion to cancel the contract at any time during its currency in case of default on the part of Contractor and make such arrangement as may be warranted by the situation at the risk and cost of the Contractor;
29. The Managing Director J&K PHC Jammu shall have the discretion to accept or reject any or all the tenders in part or whole , without assigning any reason thereof.
30. The Contract shall be in the absolute terms as laid down in the terms here-to-fore. Any losses and wharf age /demurrage due to any delay or

improper functioning, shall be recovered from the earnest money or through any other remedial measures available to the Corporation. This condition however, would get automatically over ruled in case or party agreeing to supply cement delivered in store(s) premises.

31. In case of any dispute between the contractor and the Consignee, the decision of the Managing Director J&K PHC Jammu, shall be final and binding on the tenderer.
32. All the dispute shall be subject to the Courts of J&K State only.
33. All the terms and condition contained in PWD form No. 25 shall also be binding on the tenderer.
34. Managing Director J&K Police Housing Corporation Jammu reserves the right of apportioning the work between the different tenderers.

  
**Managing Director ,  
J&K Police Housing Corporation,  
Jammu.**





**ANNEXURE TO NIT No;- 02 OF 2017**

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**Cover 3<sup>rd</sup>. (Part -C)**

**PRICE BID (To be filled by the Tenderer)**

S.No	PARTICULARS	UNIT	Cement OPC 43 grade, conforming to 8112-89 ISI Marked as amended from time to time, up to dated, in bags each containing 50 Kgs net, delivered at Divisional Store Gulshan Ground Jammu		
			Rate	for	
			Jammu		
1.	Cost of cement packed in HDPE Bags				
2.	Packing Charges per bag				
3.	Central Excise Duty @				
4.	Central Sales Tax @				
5.	Ex-Factory Price of cement packed in HDPE Bags				
6.	Carriage from Ex-Factory to Railway Station, from where the material is to be dispatched and unloading at Railway Station) as the case may be				



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**PRICE BID (To be filled by the Tenderer)**

S.No	PARTICULARS	UNIT	Cement OPC 43 grade, conforming to 8112-89 ISI Marked as amended from time to time, up to dated, in bags each containing 50 Kgs net, delivered at Divisional Store Gulshan Ground Jammu			
			Rate Jammu	for	Rate Kashmir	for
1.	Cost of cement packed in HDPE Bags					
2.	Packing Charges per bag					
3.	Central Excise Duty @					
4.	Central Sales Tax @					
5.	Ex-Factory Price of cement packed in HDPE Bags					
6.	Carriage from Ex- Factory to Railway Station, from where the material is to be dispatched and un- loading at Railway Station) as the case may be					

7.	Loading into Wagon at the Railway Station and the railway freight up to destination i.e. Divisional Stores Gulshan Ground Jammu				
8.	Carriage from Ex-Factory/Railway Station, as the case may be, to Divisional Stores Gulshan Ground Jammu				
9.	Toll Tax per bag, where ever applicable				
10.	Rate per bag duly delivered and stacked in Divisional Stores Gulshan Ground Jammu				

**Note:-**

**The tender of such Tenderer not furnishing the complete data as per above, shall not be considered and will be liable to be rejected.**

I/We have read and understand the tender notice, the terms and conditions and this tender document as laid down here-in-above and bind myself/ourselves to complete the supply of OPC 43 Grade cement as per schedule given on the receipt of letter of intent/allotment by me/us within conditions as laid down and as may be laid down in the agreement to be entered into between myself/ourselves and the **Managing Director J&K Police Housing Corporation, Near NHPC building, Narwal, Jammu.** Before finalizing the contract a supply schedule subject to clause 28(a)/(b) indicating time period shall be agreed up on which shall also form part of Contract.

Dated:-

Seal & Signature  
Of the Tenderer.