

कार्यालय पुलिस उप महानिरीक्षक, पीएसी लखनऊ अनुभाग, लखनऊ-226006
 फोन/फैक्स- 91-522-2326520, सीयूजी-9454418830, ईमेल-diglkwsec@uppac.net वेब- uppolice.up.nic.in
 पत्र संख्या: पीएसी-एल/एस-एचसी-119/2016 दिनांक: लखनऊ : मई ,2016

निविदा सूचना

पीएसी के उपयोगार्थ निम्नलिखित बुलेटप्रूफ हेलमेट के कय हेतु दो प्रतियों में टेक्निकल एवं वित्तीय भाव पत्र अलग-अलग मुहरबन्द आमंत्रित किये जाते हैं:-

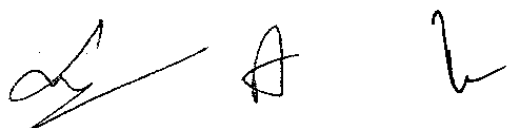
क्रम संख्या	उपकरण का नाम	कुल मात्रा	जमानत राशि (Security money) लागत मूल्य का 10 प्रतिशत	धरोहर राशि (Earnest money) लागत मूल्य का 2 प्रतिशत	विवरण
1	2	3	4	5	6
1	BULLET PROOF HELMET	275	10 प्रतिशत	रु0 55000-00	Specification enclosed. Out of 275 pieces BP Helmets, 80% i.e. 220 Helmets without visor/ 10% i.e. 28 BP Helmets with Normal Visor useful in normal law and order situation providing protection against splinters. Remaining 10% i.e. 27 BP Helmet with Bullet Proof Visor. 50% of total quantity i.e. 138 Number will be of medium size of the above categories. Remaining 50% i.e. 137 number will be of large size of all above categories.

आपूर्ति अवधि- एक माह

2- निविदा प्रपत्र उ0प्र0 पुलिस की वेब साइट <http://uppolice.gov.in> के Prov. Armed Constabulary(PAC) एवं निदेशक, सूचना विभाग उ0प्र0 की वेबसाइट www.upgov.nic.in से डाउनलोड की जा सकती है, लेकिन टेण्डर जमा करने के साथ रु0-500-00(पाँच सौ) का बैंक ड्राफ्ट पुलिस उपमहानिरीक्षक, पीएसी लखनऊ अनुभाग लखनऊ के पक्ष में संलग्न करना होगा।

3- निविदा से सम्बन्धित कोई भी जानकारी किसी भी कार्य दिवस में पुलिस उपमहानिरीक्षक, पीएसी लखनऊ अनुभाग से टेलीफोन न0 0522-2326520 पर प्राप्त की जा सकती है।

4- निविदा सूचना में अंकित उपकरण हेतु टेक्निकल बिड व फाइनेंशियल बिड 02-02 प्रतियों में (ओरिजनल/डुप्लीकेट) सीलबन्द लिफाफे जिन्हें 01 लिफाफे में सीलबन्द करके प्रस्तुत की जायेगी। प्रत्येक लिफाफे के ऊपर लाल स्याही से निविदा संख्या व



दिनांक अंकित किया जायेगा। तकनीकी भाव पत्र के साथ ओरिजनल लिफाफा नं०-1 में अर्नेस्ट मनी एवं पीएसी मुख्यालय द्वारा निर्गत/डाउनलोड किये गये टेण्डर फार्म मूलरूप में अन्य अभिलेखों के साथ संलग्न होना चाहिये। इसी प्रकार तकनीकी भाव पत्र के लिफाफा नं०-2 में तकनीकी भाव पत्र नं०-1 के समस्त अभिलेखों की प्रमाणित छायाप्रतियां रखी जानी चाहियें। तकनीकी भावपत्र में मूल्य अंकित नहीं होना चाहिये। वित्तीय भाव पत्र के लिफाफा नं०-3 ओरिजनल होगा तथा लिफाफा नं०-4 में लिफाफा नं०-3 में अंकित/संलग्न की गयी सूचनाओं की प्रमाणित छायाप्रतियां रखी जायेगी। अपूर्ण निविदा पर विचार नहीं किया जायेगा। तकनीकी निविदा में उपयुक्त पाये जाने पर ही अग्रेतर कार्यवाही पर विचार होगा।

5- तकनीकी भावपत्र में किसी प्रकार से मूल्य का संकेत पाये जाने पर निविदा पर विचार नहीं किया जायेगा। निविदा प्रपत्र के संलग्न चेक लिस्ट पूर्णरूपेण भरकर ही संलग्न की जाये।

6- निविदा के साथ उपकरण के सम्मुख दर्शायी गयी धरोहर धनराशि (Earnest money) जमा की जायेगी, जो डिमाण्ड ड्राफ्ट/बैंकर चेक/बैंक गारण्टी/एफडीआर (Fix Deposit Receipt) के रूप में पुलिस उपमहानिरीक्षक, पीएसी लखनऊ अनुभाग लखनऊ के पक्ष में बनवाकर प्रस्तुत की जायेगी। जो फर्म धरोहर धनराशि (Earnest money) जमा करने से छूट के लिये दावा करती है, उसको सक्षम प्राधिकारी द्वारा निर्गत धरोहर धनराशि (Earnest money) में छूट प्रदान किये जाने सम्बन्धी प्रमाण पत्र/प्रपत्र तकनीकी बिड के साथ उपलब्ध कराया जाना अनिवार्य है।

7- अधोहस्ताक्षरी किसी भी निविदा को बिना कारण बताये आंशिक अथवा पूर्ण रूप से निरस्त करने हेतु सक्षम होंगे। अधोहस्ताक्षरी को कय किये जाने वाले उपकरणों की संख्या घटाने, बढ़ाने का भी अधिकार होगा।

8- उक्त विज्ञप्ति उ०प्र० पुलिस विभाग की <http://uppolice.gov.in> के व सूचना विभाग की वेबसाइट www.upgov.nic.in पर उपलब्ध है।

निविदा जमा करने व खोलने हेतु समय-सारणी निम्नवत् निर्धारित की गयी है :-

1-	निविदा आमंत्रित किये जाने की तिथि	-	प्रकाशन की तिथि/वेब साइट पर आने की तिथि से
2-	निविदा जमा करने की तिथि	-	दिनांक 27.05.2016 पूर्वाह्न 1200 बजे तक
3-	तकनीकी बिड खोले जाने की तिथि	-	दिनांक: 27.05.2016 अपराह्न 12.15 बजे
4-	तकनीकी समिति की बैठक एवं उपकरणों के प्रदर्शन की तिथि	-	दिनांक: 27.05.2016 अपराह्न 1600 बजे तक
5-	अर्ह पायी गयी फर्मों की फाइनैन्सियल - बिड खोले जाने की तिथि	-	तकनीकी समिति की आख्या प्राप्त होने पर निर्धारित की जायेगी।
6-	कय समिति की बैठक की तिथि	-	तदनुसार फर्मों को सूचित किया जायेगा।

9- निविदा विषयक सर्वाधिकार क्रय समिति के अध्यक्ष में निहित होंगे।

(प्रवीण कुमार)

पुलिस उप महानिरीक्षक, पीएसी
लखनऊ अनुभाग लखनऊ।

INSTRUCTIONS TO TENDERERS

GENERAL

The date for submission of tender offers shall be **27-05-2016 till 1200 hrs**, unless otherwise notified.

1. Work Description

Supply of Bulletproof Helmet as per specification mentioned therein

2- Eligibility and Qualification

To be eligible tenderer shall provide satisfactory evidence of their eligibility, capability and adequacy of resources. For this, all offers submitted shall include the following information.

- (1) The tenderer should be manufacturer OR Authorized DEALER of Manufacturer/ Company.
The tenderer should have authorization certificate from participating in the tender on behalf of Manufacturer, or authorization of the respective Company. An agreement between manufacturer should be submitted along with the tender to ascertain the authenticity.
- (2) The Tenderer should have got registration under UP Trade Tax or have got registration under Central sales tax at the time of submission of tenders. Proof towards this has to be submitted along with the bid.
- (3) All the offered items shall come with minimum one year warranty. An undertaking to this effect shall be appended.
- (4) The tenderers should also enclose a Performance statement for the last three years giving details of orders received and executed. Supply orders /certificates/ Performance certificates should also be enclosed from the respective deptt. (**Annexure-3**)
- (5) An affidavit that, tenderer:- (by public notary on stamp paper)
 - (i) Has not been declared bankrupt by any institution or Government.
 - (ii) Is not blacklisted by the Government or any other organization for failure to any dues.
 - (iii) Has not been adjudged by any court as insolvent or was/were not under any law for an offence involving moral turpitude or any criminal activities etc.
- (6) Permanent Income Tax and Trade Tax account number. Latest Income Tax clearance certificate self attested photocopy.
- (7) Early deliveries are required. It shall be executed within one month from the date of issuing order. Tenderers are required to quote their delivery schedule.
- (8) Firms are required to submit full technical details, printed leaflets, full specifications of item given in (**Annexure 1**).
- (9) All the accessories should conform to the relevant Indian standards that his equipment conform to. The tenderer should specify the full specification etc. that they are offering which in no case should be inferior than the specifications attached as **Annexure 1**. Any deviation on this may be specified clearly.
- (10) In case of a J.V./Consortium it is obligatory that all constituents of the bidder shall provide their M.O.U. and their consent in writing to establish the legality, credibility of their association.
In the case of a partnership firm or consortiums, names of all partners should be disclosed and the offer shall be signed by all the partners or in the event of absence of any partner, it shall be signed on his behalf by a person holding a

power of attorney, authorizing him to do so along with duly attested copy of the partnership deed should be furnished along with the offer.

In the case of a limited Company/Joint venture, the names of all the Directors should be mentioned and the offer should be accompanied by a certificate certifying that the person signing the offer is empowered by a resolution of the Board of Directors to do so on behalf of the company and a certified copy of the resolution along with a copy Memorandum and Articles of Association of the company should be furnished

- (11) All entries by the tenderers should be in one ink. Cancellations and insertions should be avoided but if done each one should be signed by the tenderer.
- (12) All firms are required to deposit Earnest Money. The Earnest money shall be in the form of bank draft/bankers cheque/ Bank Guarantee/call deposit receipt of a scheduled/Nationalized bank/FDR in favour of the DEPUTY INSPECTOR GENERAL OF POLICE, PAC LUCKNOW SECTOR LUCKNOW, U.P.
Tenderers who claim for exemption from Earnest Money deposit are required to submit required certificate/document issued by competent authority.

3. Contents of tender Document

- (1) The offer document issued for the purpose of offer shall include all the documents listed in clause 2 in a chronological order together with any addendum there to be issued in accordance with clause 4. Each page of Tender Document, Technical Bid, Financial Bid should contain page number from beginning to end & initial of tenderer.
- (2) All papers must be submitted in duplicate including enclosures.
- (3) The tenderer must enclose copy of Tender document purchased from office of **DIG PAC LUCKNOW SECTOR LUCKNOW** and can be downloaded from Information Deptt. of Uttar Pradesh website- www.upgov.nic.in and UP Police website- <http://uppolice.gov.in> duly signed on each page, failing which their offer is liable to be rejected.
- (4) Duly filled/ signed check list must be enclosed with the offer as per **Annexure-2** failing which tender may be rejected.

4. Amendments to Tender Document

- (1) At any time prior to the deadline for the submission of the offer, the **DIG PAC LUCKNOW SECTOR LUCKNOW, U.P** may for any reason whether at its own initiative or in response to a clarification requested by an eligible tenderer, modify the offer document by issuance of an addendum .
- (2) For any change in terms and conditions of tender/ tender specification, the tenderers are requested to visit websites <http://uppolice.gov.in/> & <http://uppolice.gov.in> regularly. Any changes/modifications in tender enquiry will be intimated through the above mentioned websites.

5. PREPARATION OF OFFER

(1) Language of Offer

The language of offer shall be in Hindi/ English.

(2) Documents Comprising The Offer

The offer to be submitted by the tenderer shall comprise of the following:

- a) Form of offer and appendices there to
- b) The earnest money or the relevant documents for exemption.
- c) The document about eligibility and qualification as required.

- d) Any other material required to be completed and submitted in accordance with the instructions to tenderers embodied the offer document. The forms, and the data provided in this document shall only be used without exception.
- e) The structure of the offer will be strictly in accordance with the evaluation criteria prescribed for technical evaluation.

6. Validity of the offer shall be 60 days from the date of opening of tender.

7. **Place of delivery**

Place of delivery shall be FOR destination. It shall be the supplier's responsibility to deliver at **DIG PAC LUCKNOW SECTOR LUCKNOW, U.P** at his own cost in full and good condition.

8. **Earnest Money**

- (1) All firms are required to deposit Earnest Money. The Earnest money shall be in the form of bank draft/bankers cheque /call deposit receipt of a scheduled/Nationalized bank in favour of the **DEPUTY INSPECTOR GENERAL OF POLICE, PAC, LUCKNOW SECTOR LUCKNOW, U.P.**

Tenderer will submit certificate/document issued by competent authority with technical bid, if claims exemption for depositing Earnest Money.

- (2) Any offer not accompanied by the Earnest Money Deposit will be rejected. No correspondence shall be entertained.
- (3) In the event of the offer being accepted subject to provisions of the bid the said amount will not be appropriated towards the amount of Performance Security payable by him.
- (4) The Earnest Money shall not carry any interest in any circumstances.
- (5) If after submitting the offer, the tenderer withdraws his offer or modifies the same, the **DIG PAC LUCKNOW SECTOR LUCKNOW, U.P** shall be entitled to forfeit the full amount of Earnest Money Deposited as part of the offer.
- (6) The earnest money of unsuccessful tenderers shall be returned within 30 days of finalization of tender.
- (7) The earnest money of successful tenderer shall be returned after the performance security deposit as required in terms of the resulting contract is furnished by the firm.
- (8) If the successful tenderers fail to furnish the performance security deposit as required in the contract within the stipulated period, the earnest money shall be liable to be forfeited by the purchaser.

9. **PRICE**

- (1) Price will be quoted in figures as well as in words in Indian currency only. L-1 firm would be decided by adding the cost of all the equipments, guarantee/warranty including all other livable taxes and duties. Format for the price bid is enclosed as **Annexure 4 & 5**
- (2) If the rates quoted are INCLUSIVE OF CUSTOM, EXCISE DUTY AND CENTRAL SALES TAX/ VAT TAX, the rates of Custom duty, Excise Duty and CST/ VAT Tax must be specified by the tenderers and failing which their offer shall be ignored .
- (3) Tenderer is required to submit the proposal of AMC. However AMC (**Annual Maintenance Contract**) rates will not be considered for deciding L-1.

- (4) If there is any discrepancy between the offer quoted in figures and in words, the lower of the two will be treated as the offer.

10. SUBMISSION OF OFFER

(1) The Offer Submission

Sealed, independent Technical and Financial offers shall be submitted in two sealed envelopes marked envelope No 1 (for technical bid) and envelope No 2 (for financial bids) and shall be again put together in one common cover and sealed. Each sealed cover shall be marked on the left-hand top corner 'Offer for the supply of "BULEETPROOF HELMET"'. The full name and address of the tenderers and the name of authorized agent delivering the sealed cover containing the offer shall be written on the bottom left hand corner.

(2) Contents of envelope no. 1:

The envelope no. 1 shall contain following documents:-

- a) Earnest Money and Technical proposal in form prescribed.
- b) Documents mentioned in tender clause 2 and all qualifying documents mentioned in tender terms and conditions.

(3) Contents of envelope no. 2:

The second envelope clearly marked envelope No 2 shall contain the financial offer fully, Offer shall be submitted in sealed envelop marked " Financial Bid for supply of " **BULEET PROOF HELMET**".

- (4) The tenderer shall place his financial offer in envelope No. 2. He shall not quote his financial offer anywhere directly or indirectly in envelope no. 1. Tender offer in duplicate. The tenderer shall submit the bid in duplicate with the financial bid and technical bid in separate sealed envelopes clearly marked " Financial bid duplicate" and "Technical bid duplicate" and both placed in one sealed envelope clearly indicate the name of the tendering firm and marked duplicate. Photocopy of earnest money will be placed with duplicate technical bid.

(5) Place of Submission

The offers shall be received in the tender box kept in the office of **DIG PAC LUCKNOW SECTOR LUCKNOW, U.P.**

- (6) If submitted by post, the sealed envelope marked above shall be enclosed in another envelope properly addressed and shall be sent by registered post acknowledgement due or by speed post subject to receipt in the office of **DIG PAC LUCKNOW SECTOR LUCKNOW, U.P** by the specified date and time. The date and time of receipt of the offer shall strictly apply in all cases. Any delay will be the responsibility of Tenderer.

11. Date and Time of Submission of Offer

The offer shall be received by the **DIG PAC LUCKNOW SECTOR LUCKNOW, U.P** at the address mentioned above not later than up to 27-05-2016 till 1200 hrs. **The DIG PAC LUCKNOW SECTOR LUCKNOW, U.P** may at his discretion extend the dead line for submission of offer by issuing an addendum in accordance with Clause 4 in which case all rights and obligations of the **DIG PAC LUCKNOW SECTOR LUCKNOW, U.P** and tenderers previously subjected to the original dead line shall therefore be subjected to new dead line.

12. TENDER SAMPLE :

Tender sample will be deposited before bid submission end date physically otherwise bids will be liable for rejection.

12.1 All the bidders are required **to submit two (2) Nos) sample of Bullet Proof Helmet (Ballistic)** as per Specification duly original lab tested from **Central Forensic Science Laboratory (CFSL)**

12.2 The Lab test report submitted by the tenders should be clear, free from any ambiguity and should give clear verdict in respect of all the tests required as per relevant specification i.e. whether the governing specification and the Report should cover all the parameters of the specification. Tenderer must ensure that all the parameters have been reported upon by the CFSL. Test reports not covering the parameters or ambiguous report are liable for rejection summarily.

12.3 The sample is to be deposited in the office of DIG PAC LUCKNOW SECTOR LUCKNOW failing which offer of the Firm will be liable for rejection.

12.4 Samples sent on "Freight to Pay" basis will not be accepted and the Tenderer would submit sample on No cost No commitment basis.

12.5 All Tender Samples should have cards affixed on it duly signed and stamped by the firm indicating the following:-

- (a) Name and address of the firm.
- (b) Tender No. with date of opening
- (c) Name of item, item No & size

12.6 Tender sample should have card affixed duly signed and stamped by concerned lab issued the Lab Test Report of the intended tender sample otherwise the offer is liable for rejection.

12.7 Samples submitted by the Tenderers whose offers are not accepted may be collected by their authorized representatives on requisition or hearing from this office. In case samples are not collected within one month time from intimation, the samples will be disposed off at the risk and cost of the Tenderer.

13. Late Bids

Offers received after the dead line of submission will not be opened and shall be returned unopened to the tenderer.

14. Modification and Withdrawal of Offer

If after submission of the offer, the tenderer withdraws his offer or unilaterally modifies the same, without prejudice to any other rights and power of the **DIG PAC LUCKNOW SECTOR LUCKNOW, U.P** hereunder or in law, the **DIG PAC LUCKNOW SECTOR LUCKNOW, U.P.** shall be entitled to forfeit the full amount of the Earnest Money deposited by the tenderer.

15. OFFER OPENING AND EVALUATION

(1) Offer Opening

All offers received in the tender box will be opened by a Technical committee in the presence of the tenderers/their authorized representatives. The following procedure will be adopted.:-

- (i) First of all the information about number of tenderers will be announced for information of all those present.
- (ii) The outer envelope containing envelope no 1 and 2 of all the offers received will be opened first. Envelope 1 and 2 of all the offers will be arranged alphabetically as far as possible and will be marked with serial number accordingly.
- (iii) Envelope no 1 of each tenderer will be then opened serially. Documents in the envelope no 1 will be verified by the opening authority to check the validity as

per requirement. At the first stage only Earnest money, technical proposal will be summarily checked. If any requisite is wanting a note to that effect will be recorded by the committee. The date of opening of envelope 2 will be notify in due course to the eligible tenderers.

- (iv) All the envelope(s) no 2 of the tenderers whose envelope no 1 does not contain the specified document or any of the specified document is missing, will be separated out. A note on the envelope no 1 of such offers indicating the nature of deficiency will be recorded. The envelope no 2 of such tenderers shall not be opened and a note to the effect will be recorded on the concerned envelope No.2.
 - (v) After scrutiny of technical bids and demonstration of items, the financial bid of technically qualified firms will be opened and ranking statement will be prepared and the finalization of tender will be done on L-1 (the least price) basis.
 - (vi) If tenderer fails to supply the equipment with the specified period, the Tender Accepting Authority may resort to cancellation of the said order.
16. The supplier shall have to bear all the expenses and other accessories required for the testing and trials to be conducted by the Indenting Officer.
17. **Clarification of Offer**
To assist in examination and evaluation of offers, the **DIG PAC LUCKNOW SECTOR LUCKNOW, U.P** or his representative may ask tenderers individually for clarification of their offer including break up costs, reasons in case of very high/very low offer etc. The response thereof shall be in writing.
18. **Offer Liable For Rejection**
The offer is likely to be rejected, if on opening, it is found that:
- a) The tenderer has not included one year warranty.
 - b) The tenderer has not strictly followed the procedure laid down for submission of offer.
 - c) The tenderer has proposed conditions or qualifications which are inconsistent and contrary to the terms and conditions specified.
 - d) Additions, corrections or alteration are made by the tenderers on any page of the document.
 - e) Any page or pasted slips are missing.
 - f) The tenderer has specified any additional condition
 - g) The bidder is expected to examine carefully all instructions; conditions and terms. Bids failing to comply with the requirements will be summarily rejected.
19. **Tender Accepting Authority's Right To Reject**
The Tender Accepting Authority reserves the right to accept or reject any offer and to nullify or suspend the offer process and reject all the offers at any time prior to award of contract without any assurance for costs or consequences on the part of the tenderers.
20. **Notification of Award**
Prior to the expiration of offer validity period or any such extended validity period, the Tender Accepting Authority will notify the successful tenderer in writing and also by a registered letter that his offer has been accepted. This letter (herein after and in conditions of contract called letter of acceptance/supply order) shall specify the details of accepted offer for removal of any doubts.
21. **Delivery Period**
(1) Early deliveries are required. It shall be executed within 30 Days from the date of issuing order. Tenderers are required to quote their delivery schedule.

- (2) Penalty @ 0.5% per week or part thereof of the contract value shall be levied for delay in supply subject to maximum of 10% in the form of LD.
- (3) In case the firm does not complete the supply within the delivery period, action will be taken against the firm as per para 15.7 of DGS&D Manual and para 14.7(i) of Ministry of Commerce, department of supply of the general conditions of the contract.
- (4) Firm should not deliver stores to consignee(s) beyond scheduled delivery period without obtaining prior sanction of purchaser.
- (5) In case, firm deliver stores after scheduled delivery period, even if the stores are accepted by the consignee, it would be at the risk and cost of the seller as the supply may not be taken as contractually accepted.
- (6) **DIG PAC LUCKNOW SECTOR LUCKNOW, U.P** may extend delivery period with or without liquidated damage in exceptional circumstances.

22. SUPPLY/INSTALLATION OF ORDERED STORES

- (1) The bulk supplies in the case of successful tenderers should conform to tender samples accepted in trial evaluation in all respects besides specification mentioned .
- (2) The tenderers will be fully responsible for proper installations, testing and making the equipment functional before acceptance of stores and final settlement of account.
- (3) The equipment should be brand new, lot/make/model no/batch number/year of manufacturing/name of manufacturer & other detail should be given.
- (4) Original literature supplied with the item/equipment should also be provided.

23. Guarantee/Warranty

That supplier shall provide warranty of not less than one year that the stores supplied would continue to be of the same quality and particulars for a period of one year from the date of supply of the store to consignee. If during the aforesaid period of not less than one year, the said stores be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, the decision of the tender accepting authority in that behalf shall be final and binding on the supplier and the **DIG PAC LUCKNOW SECTOR LUCKNOW, U.P** shall be entitled to call upon the supplier to rectify and/or replace the stores or such portion thereof as it finds to be defective within a reasonable period, or such specified period as may be allowed by the tender accepting authority in his discretion of application made thereof by the supplier and in such an event, the above period shall apply to the stores rectified and/ or replaced from the date of rectification ;and/or replacement mentioned in warranty thereof. Otherwise the supplier shall pay to the **DIG PAC LUCKNOW SECTOR LUCKNOW, U.P** such compensations may arise by reasons of the warranty therein contained.

24. Maintenance:

The tenderer should have an agreement with the **BP HELMET** manufacture or their authorized Indian agent w/r/t service, repair, supply of spare parts for at least 5 years and basic training by the supplier for operation and maintenance (basic repairs) for at least a week duration. List of service centers for providing after sale service should be given

25. Performance Security Deposit

A Performance Security deposit equivalent to 10 percent of the total value of the estimated cost have to be furnished by the successful supplier in the form of Bank Guarantee/ fixed deposits from a scheduled Nationalized Bank acceptable to **DEPUTY INSPECTOR GENERAL OF POLICE, PAC LUCKNOW SECTOR LUCKNOW, U.P** within 3 days of issue of Purchase Order for due performance of the aforesaid

agreement. The Performance Security Deposit will not carry any interest whatsoever in any circumstances.

26. Claims under performance security:

The U.P. Police/ P.A.C. shall make the claims under performance security after notifying to the supplier stating the nature of the default in which respect the claim is made.

- (i) In the event of any default on the part of the supplier to comply with any of the terms of this supply, the “**DIG PAC LUCKNOW SECTOR LUCKNOW, U.P**” is entitled to issue a termination notice to the supplier. The supplier is required to comply with the actions/penalties imposed upon the supplier, including termination of supply order within 7 days from the date of receipt of written notice. The “**DIG PAC LUCKNOW SECTOR LUCKNOW, U.P**” shall have the right to forfeit the entire or part of the amount of Performance Security Deposit & Earnest Money Deposit, lodged by the supplier/s and to appropriate the Performance Security Deposit or any part thereof in or towards the satisfaction of any claim of the “**DIG PAC LUCKNOW SECTOR LUCKNOW, U.P**” for any damage, losses, costs, charges or expenses or otherwise. The decision of “**DIG PAC LUCKNOW SECTOR LUCKNOW, U.P**” in respect of such damages, losses, costs, charges or expenses or otherwise howsoever shall be final and binding on the supplier's.
 - (ii) In the event of Performance Security Deposit being found insufficient or if the Security Deposit has been wholly forfeited, the balance of the total sum recoverable as the case may be shall be deducted from any sum due to the supplier or which at anytime thereafter may become due to supplier with the “**DIG PAC LUCKNOW SECTOR LUCKNOW, U.P**”. Should that sum also be not sufficient to cover the full amount recoverable, the supplier shall forthwith pay to the “**DIG PAC LUCKNOW SECTOR LUCKNOW, U.P**” on demand the remaining balance due or the same can be recovered as arrears of Taxes under the provision of the Act.
 - (iii) Upon the compliance by the supplier with all obligations and requirements, the Earnest Money Deposit or such part thereof as shall not be liable to be forfeited or appropriated as aforesaid shall be refunded to the supplier at the successful completion of the supply & to the satisfaction of the user.
- 27.** Disputes, if any, between the two parties shall be settled by Arbitration. The Arbitrator shall be appointed by **IG PAC HEAD QUATER LUCKNOW, U.P** and Arbitration proceedings shall be held at LUCKNOW. The decision of the Arbitrator shall be binding on both the parties.
- 28.** Any legal issue arising out of or in respect of the Contract shall be settled by Legal Court at Lucknow only.
- 29. Contract Agreement**
The supplier shall execute an agreement on a non-judicial stamp paper of Rs 100/-. The Agreement annexed to said Conditions, will be prepared and completed at the cost of the supplier with such modifications as may be necessary.
- 30. Compliance With Statutes or Regulations**
The supplier shall conform and implement all Central or State Statutes, Rules, Regulations and other judicial orders issued from time to time in all respect.
- 31. Recovery of Dues**
The **DIG PAC LUCKNOW SECTOR LUCKNOW, U.P** or his representative shall, without prejudice to its any other rights and remedies, be entitled to recover from the supplier all amounts due to or recoverable by **DIG PAC LUCKNOW SECTOR**

LUCKNOW, U.P. from him/ them, there under as arrears of taxation as per the U.P.Police Acts, Statutes, Clauses governing the recovery of taxes.

32. All the specifications mentioned in the Annexure-1 in this tender are the minimum required and tenderers are advised to quote only for the same or better specifications, otherwise their bid will be technically disqualified. Performance in the real type situations shall be the basis to judge the specifications. The technical committee appointed by the **DIG PAC LUCKNOW SECTOR LUCKNOW, U.P** will judge the performance.

33. **PAYMENT TERMS**

100% Payment will be released on receipt of stores in good condition and survey at consignee(s) locations.

34. **Transfer and sub-letting**

The tenderer has no right to give bargain, sell, assign or sub-let or otherwise dispose of the resultant contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the resultant contract or any part thereof.

35. **Definitions**

- a. The term “Government” shall mean the Govt. of Uttar Pradesh and Govt of India.
- b. The term “**DIG PAC LUCKNOW SECTOR LUCKNOW, U.P**” shall mean and include his successors and assigns.
- c. The term “Specified Bank” shall mean any scheduled Bank in India.
- d. The term “U.P.Police” means Uttar Pradesh Police constituted under the Police Act.
- e. “Tender Accepting Authority” shall mean the **DIG PAC LUCKNOW SECTOR LUCKNOW, U.P** of Uttar Pradesh.
- f. “Tender Issuing Authority” shall mean the **DIG PAC LUCKNOW SECTOR LUCKNOW, U.P**.

(2) **Interpretation**

Words imparting persons or parties shall include firms, joint ventures and organization having legal capacity.

(3) **Singular and Plural**

Words imparting the singular only also include the plural and vice versa where the context requires.

(4) **Notices, Consents, Approvals, Certificates and Determinations**

Where ever in the contract any provision is made for the giving or issue of any notice, consent or approval or certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words ‘notify’, ‘certify’, or ‘determine’ shall be constructed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.

DECLARATION

I (Name of authorized representative)-----son of --
-----of M/S (Name of firm)-----have read
all the rules of tender (1 to 34) given above. These are acceptable to our firm. Earnest
money in the form of bank draft/bankers cheque /call deposit receipt of a
scheduled/Nationalized bank of Rs.------(in words)-----
----- in favors of **Deputy Inspector General of Police, PAC**
Lucknow Sector Lucknow, U.P is enclosed herewith.

PALCE-----

DATE-----

(Signature)

SPECIFICATIONS/ ORs FOR BULLET PROOF/ RESISTANT HELMET BALLISTIC

1-Ergonomy:-

It should be possible to wear adjust and remove the helmet with ease even with gloved hand. It should be provided with a three point chain strap with comfortable cushioned chin cup made of appropriate non abrasive, non allergic material / double strap of reasonable width. The helmet should adequately cover the neck and ear but it should not impair the hearing. Helmet should be compatible with active ear protection.

2-Shape:-

The helmet should adequately cover the head, neck and ears of the wearer and its design should be on the line of the modular Integrated communication helmet (MICH) / advanced combat helmet (ACH) the shape of the helmet should facilitate the use of handset within service communication equipment helmet should have provision to mount a display system. Hand free communication equipment and fix-electro-optical devices and detachable visor as and when required. Vendor should provide a drawing of the helmet along with dimension and surface area for the entire three size helmet. The dimension of attachments/accessories to be mounted on helmet (including additional attachments) will be defined by user separately in the tendering documents.

3. Material:-

Vendor should declare the type of material (Ariel density) construction, dimension and weight of fabricated BR helmet during tendering process. They should maintain the same in bulk supplies.

4- Surface finish & colour:-

The proposed Helmet should be of crinkle matt finish and is to be provided in khaki/sand/desert Tan colour.

5- Protection:-

Protection of helmet against 9x19mm cartridge fired through sub machine gun (such as sten machine, MP-5, carbine any other variant) from distance of 5 meters, to achieve a muzzle velocity 430+15 m/s and weight of the bullet between 7.4 gm to 8.2 gm. the deformation in the helmet should not exceed 13mm. The material of the helmet should be fire/flame retardant and water resistant.

6- Climatic condition:-

The entire helmet must withstand repeated and sustained exposure to climatic conditions. The firm must provide certificate from the accredited laboratory with regard to temperature and humidity as given below:-

- | | |
|-----------------------|--|
| (a) Temperature | -50degree celsius to +60 degree celsius for six hours. |
| (b) Relative humidity | up to 90 % |

7- Use of Optical instruments:-

The design of the helmet should be such that it should not obstruct the use of monocular/binoculars (day and night), optical sights fitted on the weapons. Range finders and artillery optical instruments as per the requirements of user. The dimension of attachment/accessories to be mounted on helmet will be defined by the user separately in the tendering documents.

8- Compatibility:-

The design of the helmet should be compatible to wear along with respirators and chemical hoods. The metal/plastic part if used must be coated and laminated with grade-1 insulation. The firm must provide certificate from the accredited laboratory.

9- Comfort:-

The helmet should not cause any undue discomfort even after prolonged wearing by an individual for more than 8 hours. The helmet should not hinder aiming during firing and enable unhindered use of in service optical devices and personal spectacles.

10- Weight:-

The weight of the helmet less the visor should be as under:-

- | | |
|------------------------|-------------------------|
| (a) Medium size helmet | -not more than 1.20 kgs |
| (b) Large size helmet | -not more than 1.30 kgs |

11- Inner lining/harness:-

The helmet should be provided with a suspension system which should be adjustable to head size. A removable pad system for suspension, comfort and protection from the deformation as mentioned in the para-5 above should be provided which should ensure air circulation.

12- Chin strap:-

Adjustable chin strap with three or four points support must be provided the material of the chin strap should be suitable to Indian weather conditions and should be rugged enough to withstand rough handling in the field. The buckle of the chin strap should be easy to engage/disengage and its position on the cheek should not hinder aiming during firing. The material of the buckle should be harmless to skin in all types of climate conditions.

13- Size:-

The helmet should be provided in two sizes, viz medium and large size. The inner circumference of the helmet with suspension pad should be adjustable as under.

13.1 Head circumference (maximum circumference measurement of the head above the eyebrows)

- | | |
|-----------------|-------------------|
| (a) Medium size | - 48 up to 57 cms |
| (b) Large size | - 58 up to 62 cms |

13.2- Sagittal arc (it measures the distance over the top of the head between glabella to the nuchale, which is the base of the occiput)

- | | |
|-----------------|----------------------------|
| (a) Medium size | - more than 35 up to 39 cm |
| (b) Large size | - more than 39 up to 44cm |

Surface should not be so smooth so that ricocheting can be prevented.

14- Shelf life :-

Shelf life of helmet indicated is 10 year in storage conditions. The operational life of seven years is mentioned in field conditions because of different climatic conditions and normal wear and tear. In this regard manufacturer has to submit a certificate along with the supply.

15- Provision for visor:-

Suitable provisions should exist in the helmet for attaching plastic visor, to provide limited protection against blast and splinters, without increase in weight of the helmet. An additional weight of upto 500 gms for the visor is acceptable. The visor is, however, required on selective basis.

16- Uers Evaluation:-

16.1 testing of BR helmet for Ballistic Evaluation will be carried out at CFSL or TBRL, Chandigarh laboratories as per Qrs and specifications

16.2 testing of BR helmet for Physical Evaluation should conform to the Indian standard: 9562-1980 [reaffirmed 2007] edition 1.5 [200-12]

17- Packing:-

The helmet should be packed individually in a water proof carry bag.

18- Literature/Document:-

Literature giving details of the equipment, functioning and handling should be provided at the time of trials. It must also give out details of maintenance requirements.

19- Warranty:-

Store supplied against this specification shall be deemed to bear the Warranty pf the supplier against defective design material, Workmanship and performance for a period of twelve months from the date of receipt of store at consignee end. And if during the specified period, the store supplied is found to be defective, the same shall be replaced immediately with serviceable store by the supplier at site free of any charger as may be decided by the purchasing officer on recommendation of consignee/Quality Assurance Authority.

Check List

1.	Have you attached proof of registration under UP Trade Tax or Central Trade Tax?	Yes / No	Page No. 1/4dgkW Is dgkW rd1/2
2	Have you attached undertaking not less than one year warranty ?	Yes / No	
3	Have you attached Performance statement, copy of supply orders & necessary Certificates from current/previous clients?	Yes / No	
4.	Have you attached an affidavit on appropriate non judicial stamp paper that you :		
	(a.) Have not been declared bankrupt by any Institution or Government?	Yes / No	
	(b.) Is not black listed by the Government or any other Organization for failure to any dues?	Yes / No	
	(c.) Have not been adjudged by any court as insolvent or was not under any law for an offence involving moral turpitude or any criminal activities etc.?	Yes / No	
5	Have you furnished your Permanent Income Tax and Sales Tax Account Number?	Yes / No	
6	Have you mentioned rates of Excise duty & CST/UPTT if quoted exclusively?	Yes / No	
7.	The deliveries shall be executed within 30 days form the date of issuing order. Have you attached delivery schedule & its justification?	Yes / No	
8	Have you attached full technical details, printed leaflets with full & detailed specifications of each item, Make, Model of proposed equipment?	Yes / No	
9	Have you attached detailed specifications of accessories?	Yes / No	
10	Have you attached copy of purchased/ downloaded tender document duly signed on each page?	Yes / No	
11	Have you submitted all papers including enclosures in duplicate (duplicate should strictly be same as originals)?	Yes / No	
12	Have you marked page numbers from beginning to end of your tender proposals i.e. Technical & Financial proposals?	Yes / No	
13.	Have you made initials on each page of tender document, Technical Bid, Financial Bid & enclosures thereof?	Yes / No	
14	Has Earnest Money deposit been enclosed ? If not then supporting documents are submitted for exemption of Earnest Money.	Yes / No	
15	Has the cost of tender been enclosed with the document if downloaded from website?	Yes / No	
16	Has tenderer accepted the offer validity as required ?	Yes / No	
17	Has tenderer submitted Balance sheet of Previous two years.	Yes/No	

Signature of Tenderer _____

Address _____

Annexture-"3"

Performance statement for last three years

Name of Firm/ Organization to whom supply made:

- | | |
|--|---|
| 1. Contact Nos | : |
| 2. Description of stores | : |
| 3. Quantity of Order | : |
| 4. Value | : |
| 5. Original Delivery Period | : |
| 6. Qty. supplied within original Delivery Period | : |
| 7. Final Ext. Delivery Period | : |
| 8. Last supply position | : |
| 9. Reasons for delay in supplies (if any) | : |

Signature of Tenderer _____

Address _____

Annexure-"4"
(फाइनेन्सियल बिड)

निविदा हेतु आवेदन-पत्र

सेवा में,

अध्यक्ष कय समिति/
पुलिस उपमहानिरीक्षक, पीएसी
लखनऊ अनुभाग लखनऊ।

महोदय,

मैंने बुलेट प्रूफ हेल्मेट की आपूर्ति किये जाने के सम्बन्ध में आपके स्तर से प्रकाशित निविदा सूचना दिनांकित _____ का अध्ययन किया एवं बुलेट प्रूफ हेल्मेट की आपूर्ति हेतु निविदा प्रस्तुत कर रहा हूँ-

क्र० सं०	उपकरण का नाम	कुल मात्रा	उत्पादक इकाई का नाम एवं उपकरण का मैक/माडल संख्या	उपकरणों का मूल्य (कर रहित)	उपकरणों पर अपेक्षित समस्त सभी करों की धनराशि	सभी उपकरणों का शुद्ध मूल्य (समस्त करों सहित)
1.	BULLET PROOF HELMET	275				

1. इस निविदा आवेदन पत्र के साथ संलग्न निविदा सूचना संख्या: पीएसी-एलएस-एचसी-119-2016) दिनांकित _____ में कय हेतु प्रस्तावित उपकरण का विवरण तथा उपकरण से सम्बन्धित नियम एवं शर्तों का गहनतापूर्वक अध्ययन कर लिया गया है तथा सभी शर्तें बिना किसी आपत्ति के स्वीकार हैं।
2. आपूर्ति हेतु प्रस्तावित उपकरणों के वित्तीय बिड में अंकित मूल्य बाजार भाव/दर अनुबन्ध पर आधारित है।
3. कय हेतु प्रस्तावित एवं निर्धारित स्पेसिफिकेशनयुक्त उपकरण की निविदा प्रस्तुत की जा रही है।

दिनांक-

निविदादाता के हस्ताक्षर सील मुहर सहित
निविदा प्रस्तुत करने वाली फर्म का नाम
एवं व्यापार कर/आयकर/बिक्री कर
का पंजीकरण संख्या

Annexure-"5"

(टेक्निकल बिड)

निविदा हेतु आवेदन-पत्र

सेवा में,

अध्यक्ष कय समिति/
पुलिस उपमहानिरीक्षक, पीएसी
लखनऊ अनुभाग लखनऊ।

महोदय,

मैंने बुलेट प्रूफ हेलमेट की आपूर्ति किये जाने के सम्बन्ध में आपके स्तर से प्रकाशित निविदा सूचना दिनांकित—का अध्ययन किया एवं बुलेट प्रूफ हेलमेट की आपूर्ति हेतु निविदा प्रस्तुत कर रहा हूँ :-

क्र०स०	उपकरण का नाम	कुल मात्रा	धरोहर धनराशि	तकनीकी विशिष्टियाँ
1.	BULLET PROOF HELMET	275	रु० 55,000 /—	तकनीकी विशिष्टियाँ इस आवेदन पत्र के साथ संलग्न की जा सकती हैं।

- आपूर्ति हेतु प्रस्तावित उक्त उपकरण के लिए निविदा में अंकित धनराशि रूपये — शब्दों में (रु०—) धरोहर राशि के रूप में पुलिस उपमहानिरीक्षक, पीएसी लखनऊ अनुभाग लखनऊ के पक्ष में देय डिमाण्ड ड्राफ्ट/बैंकर चैक/बैंक गारण्टी/एफ०डी०आर० (Fix Deposit Receipt) संख्या.....दिनांक.....संलग्न है।
- प्रकाशित निविदा सूचना में अपेक्षित मूल अभिलेख निविदा खुलने के उपरान्त तकनीकी समिति के समक्ष प्रस्तुत करूँगा।
- इस निविदा आवेदन पत्र के साथ संलग्न निविदा सूचना संख्या: पीएसी-एलएस-एचसी-119-2016) दिनांकित—में कय हेतु प्रस्तावित उपकरण का विवरण तथा उपकरण से संबंधित नियम एवं शर्तों का गहनतापूर्वक अध्ययन कर लिया गया है तथा सभी शर्तें बिना किसी आपत्ति के स्वीकार हैं।
- कय हेतु प्रस्तावित एवं निर्धारित स्पेसिफिकेशनयुक्त उपकरण की निविदा प्रस्तुत की जा रही है।

दिनांक:-

निविदादाता के हस्ताक्षर सील मुहर सहित
निविदा प्रस्तुत करने वाली फर्म का नाम
एवं व्यापार कर/आयकर/बिक्री कर
का पंजीकरण संख्या

DETAILS OF MANUFACTURER

1. Details of manufacturer.	
(a) Name :	
(b) Office :	
(i) Address :	
(ii) Telephone :	
Land line :	
Mobile :	
(iii) Fax :	
(iv) e-mail :	
(c) Works :	
(i) Address :	
(ii) Telephone :	
(iii) Fax :	
(d) Contact person including name of Head of Firm as well as of Board of Director	
(i) Name:	
(ii) Designation	
(iii) Telephone :	
Land line :	
Mobile :	
(iv) Fax :	
(v) e-mail :	
(e) supporting authorization documents (kindly attach)	
2. Details and Address of Subsidiary Office(s)	
3. In case of foreign firm, contact person in Delhi/ India	
(a) Name :	
(b) Address :	
(c) Name of company :	
(d) Telephone : Land Line : Mobile :	
(e) e-mail :	
(f) Fax :	
(G) Certificate of authorized distributor/dealer	

(kindly attach)	
4. Please confirm that you have offered packing as per tender enquiry requirements. If not indicate deviations	
5. Gross weight of consignment. (Net weight of each item)	
6. PAN Confirm whether you have attached photocopy of PAN Card duly attested.	
7. Status	
(a) Indicate whether you are LSU or SSI.	
(b) Are you registered with DGS&D for the item quoted? If so, indicate whether there is any monetary limit on registration	
(c) If you are a Small Scale Unit registered with NSIC under Single Point Registration Scheme, whether there is any monetary limit.	
(d) In case you are registered with NSIC under Single Point Registration Scheme for the item quoted, confirm whether you have attached an attested photocopy of the registration certificate indicating the items for which you are registered.	
8. Banker :-	
(a) Name :	
(b) Address :	
(c) Telephone :	
(d) e-mail :	
(e) Fax :	
9. Business name and Constitution of the firm. Is the firm registered under :- (i) The Indian Companies Act, 1956	
(ii) The Indian Partnership Act, 1932. (Please also give name of partners)	
(iii) Any Act; if not, who are the owners. (Please give full names and address.)	
10. Whether the tendering firm is Manufacturer of the store specified in the tender.	
11. (a) If stores offered are manufactured in India, please state whether all the raw materials, components etc used in their manufacturing are also produced in India. If not give details of materials components etc, that are imported	

and their breakup of the Indigenous and Imported components together with their value and proportion it bears to the total value of the store should also be given.	
(b) Authorized Dealers/Distributors to specify the details of indigenous and imported material with their value.	
12. State whether raw materials are held in stock sufficient for the manufacture of the stores.	
13. Please indicate the stocks in hand at present time.:	
i) Held by you against this Enquiry.	
(ii) Held by M/s. _____ over which you have secured an option	
14. Do you agree to Sole Arbitration by Secretary Ministry of Home Affairs or by some other person appointed by him as provided in Clause 24 of the General Conditions of Contract form DGS&D-68 (Revised) (Your acceptance of non-acceptance of this clause will not influence the decision of the tender. It should, however, be noted that an omission to answer the above question will be deemed as an acceptance of the Clause).	
15. For Partnership firms state whether they are registered or not registered under Indian Partnership Act, 1932. Should the answer to this question by a Partnership firm be in the affirmative, please state further :-	
(a) Whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.	
(b) If the answer to (a) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.	
(c) If the answer to either (a) or (b) is in the affirmative, furnish a copy of either the partnership agreement or the general power of attorney as the case may be	

N.B.: (1) Please attach to the tender a copy of either document on which reliance is placed for authority of partners or the partner signing the tender to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a properly stamped paper by all the partners.	
(2) Where authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm	
16. Here state specifically:	
(i) Whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for stores of same nature/class or description to any private purchaser either foreign or as well as Govt. purchaser. If not state the reasons thereof if any. Also indicate the margin of difference.	
(ii) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price, and if the price quoted exceeds the controlled price the reasons thereof should be stated.	
17. Are you.	
. (i) Holding valid Industrial Licence(s)/Registration Certificate under the Industrial Development and Regulation Act, 1981. If so, please give particulars of Industrial Income Registration Certificate.	
(ii) Exempted from the licensing Provision of the Act for the manufacture of item quoted against this tender. If so, please quote relevant orders and explain your position.	
(iii) Whether you possess the requisite license for manufacture of the stores and/or for the procurement of raw materials belonging to any controlled category required for the manufacture of the store? In the absence of any reply it would be assumed that no license is required for the purpose of raw materials and/or that you possess the required license.	
18. State whether business dealings with you have been banned by Min./Deptt. of Supply/Min. of Home Affairs?	

19. Have your Firm ever been black listed or debarred by any Govt or Semi Govt or Autonomous bodies.	
20. Please confirm that you have read all the instructions carefully and have complied with them accordingly.	
21. Sale Tax office Address.	
22. Details of last income Tax return (Enclose copy)	
23. Name and details of Authorized Person detailed For dealing this case with PAC for this Tender (Photo Copy of I-Card to be attached)	
24. Change the name of the firm, if any, since origin, with date and reasons there of :	
25- Details of FIR/ complaint lodged against your firm with police, if any.	
Signature of witness	Signature of Tenderer
Full name (Block letters) Address:-	1-Full name (Block letters) 2- Address:-
	(2) Whether signing as Proprietor/ Partner/ Constituted Attorney/ duly authorized by the Company.

N. B. Tenderers should furnish specific answers to all the questions. Tenderers may please note that if the answers so furnished are not clear and/ or are evasive, the tender will be liable to be ignored.

Signature of Tenderer
Date with stamp
Name of Tenderer