उत्तर प्रदेश पीएसी मुख्यालय, महानगर लखनऊ—226006

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निविदा सूचना

उत्तर प्रदेश पी०ए०सी० बल के उपयोगार्थ निम्नलिखित बुलेट प्रूफ जैकेट लेवल।।।+ के क्रय हेतु दो प्रतियों में टेक्निकल एवं वित्तीय भाव पत्र अलग—अलग महरबन्द आमन्त्रित किये जाते हैं:-

화 0	उपकरण का	साईज	मात्रा / ·	जमानत राशि (Security		वि	वरण
सं0	नाम		संख्या	Money)	(Earnest Money)	आपूर्ति अवधि	सम्पूर्ति का स्थान
1	2	3	4	5	6	7	8
1.	BULLET PROOF JACKET	Standard Size	200	लागत मूल्य का 10 प्रतिशत	5,20,000/-	45 दिवस	23वीं वाहिनी पीएसी,
	LEVEL	Large Size	250				मुरादाबाद
	III+	Extra Large Size	50				
		योग	500				

- (2) निविदा प्रपत्र उत्तर प्रदेश पुलिस की वेबसाइट http://uppolice.gov.in/ के Prov. Armed Constabulary(PAC) एवं निदेशक, सूचना विभाग, उ०प्र० की वेबसाइट www.upgov.nic.in से डाउनलोड की जा सकती है, लेकिन टेण्डर जमा करने के साथ निविदा शुल्क ₹ 500 / (₹ पांच सौ. मात्र) का **बैंक ड्राफ्ट पुलिस महानिरीक्षक, पीएसी मुख्यालय, उ०प्र० लखनऊ के पक्ष में संलग्न करना होगा।**
- (3) निविदा से सम्बन्धित कोई भी जानकारी किसी भी कार्य दिवस में पीएसी मुख्यालय से दिये गये **टेलीफोन नम्बर 0522—2337453** पर प्राप्त की जा सकती है।
- (4) निविदा सूचना में अंकित उपकरण हेतु टेक्निकल बिड व फाइनेन्शियल बिड 2—2 प्रतियों में (ओरिजनल/डुप्लीकेट) सीलबन्द लिफाफे जिन्हें 1 लिफाफे में सीलबन्द करके प्रस्तुत की जायेगी। प्रत्येक लिफाफे के ऊपर लाल स्याही से निविदा संख्या— व दिनांक— अंकित किया जायेगा। तकनीकी भावपत्र के साथ ओरिजनल लिफाफा नं0— 1 में अर्नेस्ट मनी एवं पीएसी मुख्यालय द्वारा निर्गत/डाउनलोड किये गये टेण्डर फार्म मूल रूप में अन्य अभिलेखों के साथ संलग्न होना चाहिये। इसी प्रकार तकनीकी भावपत्र के लिफाफा नं0— 2 में तकनीकी भावपत्र नं0— 1 के समस्त अभिलेखों की प्रमाणित छाया प्रतियां रखी जानी चाहिये। तकनीकी भावपत्र में मूल्य अंकित नहीं होना चाहिये। वित्तीय भाव पत्र के लिफाफा नं0— 3 ओरिजनल होगा तथा लिफाफा नं0— 4 में लिफाफा नं0— 3 में अंकित/संलग्न की गयी सूचनाओं की प्रमाणित छाया प्रतियां 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 दर्शाई गई धरोहर धनराशि (Earnest Money) जमा की जायेगी, जो डिमाण्ड ड्राफ्ट / बैंकर चैक / बैंक गारण्टी / एफ0डी0आर0 (Fix Deposit Receipt) के रूप में पुलिस महानिरीक्षक, पीएसी मुख्यालय, उ०प्र0, लखनऊ के पक्ष में बनवाकर प्रस्तुत की जायेगी, जो फर्म धरोहर धनराशि (Earnest Money) जमा करने से छूट के लिए 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 / कय समिति के अध्यक्ष किसी भी निविदा को बिना कारण बताये आंशिक अथवा पूर्ण रूप से निरस्त करने हेतु सक्षम होंगे। अधोहस्ताक्षरी / कय समिति के अध्यक्ष को कय किये जाने वाले उपकरणों की संख्या घटाने, बढ़ाने का भी अधिकार होगा।

(8) उक्त विज्ञप्ति उ०प्र० पुलिस विभाग की वेबसाइट http://uppolice.gov.in व सूचना विभाग की वेबसाइट www.up.gov.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/वेव साइट पर आने की तिथि से 2— निविदा जमा करने की अन्तिम तिथि — दिनांकः 07—10—2016 अपरान्ह 1400 बजे तक 3— तकनीकी बिड खोले जाने की तिथि — दिनांकः 07—10—2016 अपरान्ह 1630 बजे

4— तकनीकी समिति की बैठक एवं — तकनीकी समिति के अध्यक्ष द्वारा निर्धारित की जायेगी। उपकरणों के प्रदर्शन की तिथि

5— अर्ह पायी गयी फर्मों की फाइनेन्सियल बिड खोले जाने एवं क्य समिति की बैठक की तिथि —

तकनीकी समिति की आख्या प्राप्त होने पर निर्धारित की जायेगी। तद्नुसार फर्मो को सूचित किया जायेगा।

(9) निविदा विषयक सर्वाधिकार क्रय समिति के अध्यक्ष में निहित होगें।

(सुभाष चन्द्र) अपर पुलिस महानिदेशक, पीएसी, उत्तर प्रदेश, लखनऊ।

INSTRUCTIONS TO TENDERERS <u>GENERAL</u>

The date for submission of tender offers **shall be 07-10-2016 till 1400 hrs**, unless otherwise notified.

1. Work Description

Supply of Bullet proof Jacket level 3+ 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) In this regard it is mandatory for the tender to have minimum three purchase orders in the last three years issued by government agenesis.
- (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 fully executed within <u>45 days</u> 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 IG PAC, Headquarters, UP, Lucknow.

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 UP PAC Head Quarters, Mahanagar, 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 ADG, PAC, Mahanagar, Lucknow, UP. 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 23 BN, Moradabad 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 IG PAC, Headquarters, UP, Lucknow. 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 ADG, PAC, UP, Mahanagar, Lucknow 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) 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 JACKET" Level III+ (360° Protection). 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) <u>Contents of envelope no. 1:</u>

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) <u>Contents of envelope no. 2:</u>

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 "BULEETPROOF JACKET" Level III+ (360° Protection).

(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 UP PAC Head Quarters, Mahanagar, Lucknow

(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 UP PAC Head Quarters, Mahanagar, Lucknow 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. <u>Date and Time of Submission of Offer</u>

The offer shall be received by the UP PAC Head Quarters at the address mentioned above not later than up to <u>07-10-2016 till 1400 hrs</u> The ADG, PAC, 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 ADG, PAC, U.P. and tenderers previously subjected to the original dead line shall therefore be subjected to new dead line.

12. <u>Tender Sample:</u>

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 <u>three (3) nos. sample (1 Standard Size, 1 Large Size and 1 Extra Large Size)</u> of "BULETPROOF JACKET" Level III+ (360° Protection).
- 12.2- The sample is to be deposited in the office of PAC HQ, LKW failing which offer of the Firm will be liable for rejection.
- 12.3- Samples sent on "Freight to Pay" basis will not be accepted and the Tenderer would submit sample on No cost No commitment basis.
- 12.4- 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
- 12.5- 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.
- 12.6- 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. <u>Late Bids</u>

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 ADG, PAC, U.P. hereunder or in law, the ADG, PAC, 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 in 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. <u>Clarification of Offer</u>

To assist in examination and evaluation of offers, the ADG, PAC, 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 tenderer/s 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 <u>45 Days</u> 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) ADG, PAC, 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 ADG, PAC, 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 UP PAC Headquarters such compensations may arise by reasons of the warranty therein contained.

24. **Maintenance:**

The tenderer should have an agreement with the "BULEETPROOF JACKET" Level III+ (360° Protection) 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 Inspector General of Police, UP PAC Headquarter, Lucknow 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 ADG, PAC, 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 "ADG, PAC, 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 "ADG, PAC, U.P." for any damage, losses, costs, charges or expenses or otherwise. The decision of "ADG, PAC, 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 "ADG, PAC, U.P." Should that sum also be not sufficient to cover the full amount recoverable, the supplier shall forthwith pay to the "ADG, PAC, 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 ADG, PAC, 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 ADG, PAC, 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 ADG, PAC, 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 ADG, PAC, U.P. will judge the performance.

33. Pre delivery inspection shall be done by the technical committee. During the inspection by the technical committee any two of the BP Jackets will be selected randomly by the technical committee for Ballistic test and rest of the lot of the consignment will be sealed by the technical committee on the spot. The samples collected by the technical committee will be sent to the required CFSL/TBRL or any other faculty as decided by Technical Committee for ballistic test. It shall be the responsibility of the supplier to ensure that ballistic test is done. B.P. Jackets selected for ballistic test shall be exclusive of the quantity required by the purchaser. As soon as the Ballistic Report received in favour, sealed B.P. Jackets shall be supplied by successful bidder. The cost of these additional B.P. Jackets for the trial purpose shall be beared by the tenderer only.

34. **PAYMENT TERMS**

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

35. 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.

36. **Definitions**

(1)

- a. The term "Government" shall mean the Govt. of Uttar Pradesh and Govt. of India.
- b. The term "ADG, PAC, 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 ADG, PAC, U.P. of Uttar Pradesh.
- f. "Tender Issuing Authority" shall mean the ADG, PAC, 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) <u>Notices, Consents, Approvals, Certificates and Determinations</u>

Wherever 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 ofof
M/S (Name of firm)	have read all the rules of tender (1 to
36) given above. These are acceptable to our firm.	. Earnest money in the form of bank draft/bankers
cheque /call deposit receipt of a scheduled/National	alized bank of Rs(in words)
in favors	of IG PAC, Headquarters, UP, Lucknow.is
enclosed herewith.	
PALCE	
DATE	
	(Signature)

TECHNICAL SPECIFICATION FOR BULLET PROOF JACKETS Level III+ (360° Protection)

DESIGN PARAMETERS FOR BP JACKETS

A. Shall conform to Trial Directive, "Ballistic Resistance of Body Armour" Protection against all of the following ammunition fired from weapons mentioned against each.:

Level III+

- (i) 9x19 mm cartridge fired through Sub Machine Gun (such as sten machine, MP-5, Carbine, any other variant) from a distance of 5 meters to achieve a muzzle velocity 430 m/s ± 15 m/s and the weight of the bullet between 7.4 gm to 8.2 gm.
- (ii) 7.62x51mm cartridge NATO ball ammunition fired through 7.62 mm SLR/Bolt action rifle from a distance of 10 meters to achieve a muzzle velocity 838 m/s \pm 15 m/s and the weight of the bullet 9.4 gm to 9.6gm.
- (iii) 7.62 x 39mm (mild steel core bullet) cartridge fired through AK series rifles from a distance of 10 meters to achieve a muzzle velocity $715\text{m/s} \pm 15\text{m/s}$ and the weight of the bullet 7.45 gm to 8.05 gm.
- (iv) 7.62×39 mm (hard steel core bullet) cartridge' fired through AK series rifles from a distance of 10 meters to achieve a muzzle velocity 635m/s ± 15 m/s and the weight of the bullet 7.45 gm to 8.05 gm.
- (v) 5.56 x 45mm Ball MK M (Equivalent to 5.56 mm NATO (M 193)cartridge fired through INSAS rifles from a distance of 10 meters to achieve a muzzle velocity 890m/s \pm 15m/s and the weight of the bullet 3.5 gm to 4.0 gm.
- **B.** <u>Vest:</u> should have the components mentioned in Para D below. Each component should be made of multi layers of same material. Each layer will be in single piece and of equal shape and size to maintain uniform thickness all over area up to edge level.
- C. SIZES OF SOFT ARMOUR PANEL (SAP): STANDARD, LARGE AND EXTRA LARGE.

 SAP shall be covered with durable water repellant fabric that exhibits excellent sealing properties thus protecting the ballistic material from moisture.

D. AREAS OF COMPONENTS OF SOFT ARMOUR PANEL

Coverage area of the soft armour panel as per the sizes will be as under:

(Table No. 1)

(======)							
S. No.	PANEL	STANDARD SIZE	LARGE SIZE	EXTRA LARGE			
		(Sq.Mtr.)	(Sq.Mtr.)	SIZE (Sq.Mtr.)			
1	FRONT	0.15	0.18	0.21			
2	BACK(Inclusive of sides)	0.24	0.26	0.28			
3	COLLAR (TOTAL)	0.06	0.06	0.06			
4	SHOULDER (TOTAL)	0.04	0.04	0.04			
5	GROIN	0.06	0.06	0.06			
	TOTAL	0.55	0.60	0.65			

- (i) Negative tolerance in terms of area measurement is not permissible.
- (ii) Measurements will be made with the help of scaled drawing on graph paper and using planimeter.

E. WEIGHT OF THE JACKET

Total weight of BP jacket including HAPs, SAPs, trauma pads and outer carrier should not exceed as mentioned below:-

(Table No.2)

Sl.	Size	Weight of Jacket	Weight of Jacket	Weight of Jacket with	Weight of Jacket
		without side plates when	without side	side plates	with side plates
		25 mm BFS is permissible plates when 44 mm v		when 25 mm BFS is	when 44 mm BFS is
		(In kgs.)	BFS is permissible (In	permissible	permissible
			Kgs)	(In Kgs)	(In Kgs)
1	Standard	7.1	6.2	8.9	8.0
2	Large	7.5	6.6	9.4	8.5
3	Extra Large	7.8	6.9	9.8	9.0

- **F.** <u>Size of One Standard Hard Armour Panel</u> —305mm X 254mm (0.0735 sqm). Negative tolerance in dimensions of HAP is not permissible.
- G. Shall consist of an outer carrier, removable Soft Armour Panels (S.A.P.) of suitable material and Two Hard Armour panel (HAP) made of High Performance Polyethylene Plates/Aramid Fibre/Composite material or any other superior quality material.

Note: - For 360⁰ Protection, two additional side HAP if required by any user, the total area and weight of Jacket will increase as per below mentioned details:-

(Table No. 3)

Components	Min side HAP size (in cm²) 24cm x 15cm	Weight (in kg)	
STANDARD SIZE	$359 \times 2 = 718$.9x2=1.8	

The threat level of side HAP shall be the same as front and rear HAP. The side HAP shall also be in conjunction with SAP as same is with rear and front HAP. Negative tolerance in dimensions of HAP is not permissible.

(Table No.4)

HAP	Surface Area of e	ach HAP (In M	Max. Weight of HAP (In Kgs.)			
	Standard	Large	Extra Large	Standard	Large	Extra Large
Front/Back	0.0735	0.0772	0.0810	1.90	2.00	2.1
Side Plate	0.0359	0.0377	0.0396	0.90	0.97	1.02

Size, Area and weight of different size of BP Jacket

(Table No. 5)

S No	Components	Chest size (in- inch)	Min. SAP Area (sqm)	Min. HAP Area (Sqm) With 360 ⁰ Protection	Min. HAP Area (Sqm) With out 360^{0} Protection	Weight (In Kgs) with out side plates when 25 mm BFS is permissible	Weight (In Kgs) with out side plates when 44 mm BFS is ermissible
a)	Standard size Jacket	38-40	0.5500	0.0735 + 0.0359 = 0.1094 X 2 = 0.2188	0.0735x2= 0.1470	7.1	6.2
b)	Large size Jacket	40-42	0.6000	0.0772 + 0.0377 = 0.1149 x 2 = 0.2298	0.0772x2= 0.1544	7.5	6.6
c)	Extra Large size Jacket	42-44	0.6500	0.0810 + 0.0396 = 0.1206 x 2 = 0.2412	0.0810 x 2 = 0.1620	7.8	6.9

Note: - The dimensions of standard size HAP (Front, Back and Side Plates) is specified above. The length and width of the HAP (Front, Back and Side Plates) for large and extra-large size to be increased as per the proportion increase in Area of these sizes.

H. BP JACKET - CONSTRUCTION:

- (a) (i) It should be in the form of jacket to provide protection against 9mm bullet (Threat level IIIA of NIJ.) It should not restrict overall vertical movement of the neck of the wearer.
 - (ii) It should have provision to accommodate two HAP plates in front and back and 360 degree protection provision for accommodate two additional side plates as per dimensions specified in tender documents. Shall be lightweight and comfortable, providing optimum mobility.
 - (iii) Adjustable at the shoulders, waist, and groin with appropriate fasteners (HOOK and LOOP Fastener's). An adjustable nylon belt of minimum 10 cm width should be provided with double locking of jacket with HOOK and LOOP Fastener.
 - (iv) The vendor has to declare the type of materials, number of layers, and their aerial density in technical bid of tender and they have to maintain the same in bulk supply.
 - (v) User must ask the supplier to provide "Raw Material Assurance Certificate" in support of their SAP and HAP designs"
 - (vi) Supplier must provide Certificate from the original anti-ballistic material supplier, confirming that the required, volume, material/grade is purchased for the commercial supply of BP Jacket and same is being use: during bulk supply of BP Jacket. For that purpose, user should provide few samples out of bulk supplied of BP Jacket to the original anti-ballistic material supplier.
 - (vii) SAP should be encased in some materials so as to make it water proof.
- (b) HOOK and LOOP FASTENERS (VELCRO FASTENERS): All the clothing flaps of the jackets should have high quality HOOK and LOOP fasteners, so that it can be worn and taken off easily/quickly. The quality and report of HOOK and LOOP fastener including shears strength and peel strength should be as per Bureau of Indian Standards specification IS: 8156-2014. The IS: 8156-2014 may be available in the office of Bureau of Indian Standards. Vendor will submit test reports on HOOK and LOOP fastener from any NABL accredited lab or DMSRD (MoD), Kanpur.
- (c) <u>Pocket with Flaps:-</u>The Jacket should be provided with two external pockets in outer carrier to house two magazines of 5.56 mm LMG in each pocket. Two pockets should also be provided to accommodate one Grenade (HE 36) in each pocket. The size of each magazine is 19 cm x 7.6 cm x 3.5 cm and size of HE 36 grenade is 110 mm x 65 mm.
- (d) <u>BELT/KAMARBANDH</u>:-An additional belt of nylon/polyester weaving with minimum width of 10 cm should be provided around the waist to properly secure the BP jackets with the body of the wearer around waist, so that weight of jacket is distributed on waist/shoulders.

Kamarbandh should be of same materials as outer carrier with HOOK and LOOP Fastener.

- ➤ Two pouches (one each on front and rear of outer carrier) should *be* provided to accommodate two Hard Armour Plates as per sizes specified by the user. For 360 degree protection jacket, two additional pouches to be provided to accommodate the two side plates of HAP as per sizes specified by the user.
- ➤ Ballistic panels (SAPs and HAPs) shall be removable from outer carrier.
- > Outer carrier shall be machine washable.

(e) <u>Trauma pad for Trauma Attenuation</u>:

- > Trauma pad must be provided behind the SAPs so that it remains to body surface to provide proper cushioning.
- It must cover uniformly up to edge level of the SAPs.
- ➤ Back face signature (BFS) should not exceed as per specified by the user.
- > Drop test will be carried out as per Trial Directive.

Note: However, the design of carrier of HAP/SAP is left with the user. The user organizations may select any suitable design for the carrier/harness as per their functional requirements.

I. MATERIALS

- > The outer carrier shall be made of high tenacity, heavy duty, abrasion proof and 100 % vest integrity fabric having in built water resistant and fire retardant properties.
- The Fabric shall be treated for protection against water, fire (fire retardant) and ultra violet rays exposure.
- The Fabric must be suitable to wear in the Indian conditions of heat, rain and humidity. It must be light, breathable, soft and pliable.
- ➤ The inner side (body side) shall also be of a similar Fabric and shall be treated for moisture and water repellency.
- ➤ The cloth of the carrier must be pre-shrunk before stitching.
- ➤ BP jacket should be UV Proof.

Note:

Note:-(1)The methods of testing criteria for measuring the properties of outer carrier shall be as per IS: 11871-1986, .IS: 14887: 2014 (Annex C, After UV exposure of 192 hrs the strength retention shall be min. 85 per cent.) IS: 392-1989 and IS 391-1975.

- Duration of flame after removal of burner-maximum 5 second (Test Method IS 11871).
- Duration of flame afterglow-maximum 5 second (Test method IS-11871).
- Hydrostatic Head-Minimum 100 cms of water for 24 hrs (Test Method IS 391-1975).
- Water penetration should be zero (Test Method IS 392-1989).

Note: Vendor should supply 3 meters of each fabrics used both at the time of tender and from actual production for testing.

The test specified will be conducted at a Government Institute, having required technical expertise. The Institute will be selected by Technical Evaluation Committee in consultation with experts. All tests will be in accordance with SOP. Any changes in the SOP will be decided by Technical Evaluation Committee.

J. <u>VEST FIT:</u>

- The overall length of the BP jacket shall be such that there is no "ride up" while sitting.
- The overlapping degree of front and rear panels shall be such as to provide for maximum freedom of movement.
- **K.** <u>COLOUR: CAMOUFLAGE</u>. The bidders will submit samples of BP Jackets of any camouflage color. However, before placement of bulk supply order, exact camouflage colour along with modifications required, if any, in outer carrier will be intimated by the users.
- **L. LABELLING**: The outer carrier and the two soft Armor panels must be labeled as per NIJ standards giving the following details.
 - 1-Name, Logo or other identification of the Manufacturer:
 - 2-Name of the Product:
 - 3-Date of Manufacturing:
 - 4-Date of Receipt:

5-Size:

6-Identification No:

7-Reference:

8-Date:

Note:

- Strike Face of jacket should be clearly marked.
- In case of non conformity with any of the parameters of the tests mentioned above, the next sequence of test will not be conducted.

M. <u>SOFT ARMOUR PANEL (SAP)</u>

- > SAP shall be able to withstand NIJ threat level III A in respect of the caliber and the weapon selected for trial and other parameters such as weight & velocity of the bullet in ammunition selected for trials.
- > Shall protect both front and back torsos.
- > Shall be made of suitable material.
- ➤ The weight of the material shall be so balanced as to make the SAP light weight, breathable, soft and pliable.
- The aerial density of the panels shall be such as to provide the rated ballistic and Trauma protection.
- ➤ No tears, rips, worn spots, discolorations, loose or torn stitching and set wrinkles on the SAP shall be allowed.
- > The panel shall be treated with approved and durable water repellant.
- The SAP shall be removable from outer carrier to allow for periodic cleaning.
- ➤ The SAP shall be placed in tightly sealed, with some material so as to make it completely water repellant and waterproof.
 - (a) Hydrostatic Head-Minimum 100 cms of water (Test Method IS:391-1975
 - (b) Water penetration should be zero (Test Method IS:392-1989)
- The material layers shall be stitched in a suitable pattern in case SAP is made of Aramid.

N. HARD ARMOUR PLATE (HAP)

- ➤ Shall be made of high performance polyethylene/Aramid fiber/ composite or any other superior material.
- > Shall provide protection ammunition mentioned above at para A from a distance of 10 meters in conjunction with soft armour panel.
- Each HAP plate (front and back) should not weigh more than as specified in table no. 4.
- ➤ In case of 360° protection, each side plate of HAP should not weigh more than as specified in table no.4
- Each standard HAP plate (Front and back) shall be of minimum size 305mm x 254 mm to cover the vital parts of the body.
- Curvature of the HAP shall be suitable to fit the body contour.
- ➤ HAP shall be shielded with some material so as to make it completely water repellent and water proof.

Note: Tenderers must declare number of layers and type of material (aerial density of material) used for fabricating Soft Armour Panel and Hard Armour Panel as per original manufacturer of the material. Raw Material Assurance Certificate (RMAC) must be given from original manufacturer in respect of material for SAP and HAP, valid for a period of six months from the closing date of tender. The vender has to declare the numbers of layers used for fabricating SAP and HAP of tender samples and they have to maintain the same in bulk supplies as per above declaration.

O. OTHER STIPULATIONS

JACKET STYLE : UP POLICE

SERVICEABILITY: 05 YEARS (HAP, SAP & trauma pad)
GUARANTEE: The Outer Carrier along with trauma padding

shall be guaranteed for a period of 2 years against

all manufacturing defects.

HUMIDITY : 95% at 40°C

STORAGE: Normal Room Temp should withstand operating temp.

during open storage in field situations.

Note: All testing will be carried out as per Trial Directive.

P. IMMUNITY LEVEL:

(a) Hard Armour Plates: The HAPs are to be tested in conjunction with SAPs.

- 06 bullets NATO ball fired from 7.62 mm SLR/bolt action rifle from a distance of 10 meters at normal to the surface on each plate (Front and Rear).
- 03 bullets NATO ball fired from 7.62 mm SLR/bolt action rifle from a distance of 10 meters at normal to the surface on each side plate.
- 06 bullets (mild steel core) fired from 7.62 mm of AK rifle from a distance of 10 Mts. at normal to the surface on each plate (Front and rear).
- 03 bullets (mild steel core) fired from 7.62 mm of AK rifle from a distance of 10 Mts. at normal to the surface on each side plate.
- 03 bullet (hard steel core bullet) fired from 7.62mm of AK rifles from a distance of 10 meters at normal to the surface on each side plate.
- 06 Bullets (hard steel core bullet) fired from 7.62 mm of AK rifles from a distance of 10 meters at normal to the surface on each plate (Front and rear).
- 06 Bullets (hard steel core bullet) fired from 5.56 x 45mm Ball MK M (Equivalent to 5.56 mm NATO (M 193)) fired from 5.56 mm INSAS rifles from a distance of 10 meters at normal to the surface on each plate (Front and rear).
- 03 Bullets (hard steel core bullet) fired from 5.56 x 45mm Ball. MK M (Equivalent to 5.56 mm NATO (M 193)) fired from 5.56 mm INSAS rifles from a distance of 10 meters at normal to the surface on each side plate.

(b) Soft Armor Panels:

As described in table below six shots (4+2) (1 each from 30° and 45° angle) fired through 9 mm Sub Machine Gun (Such as sten Machine, MP-5, Carbine any other variant) from a distance 5 meters, with a muzzle velocity 430 \pm 15 m/s and the weight of the bullet 7.4 to 8.2 gm as specified in standard.

The velocities of bullets fired through weapons are given as follows:

(Table no-6)

Armour	Test Bullet	Bullet	Reference	Hits per	BFS	Shots per	Shots
type		Weight	Velocity	Armour part	Depth	Panel	per
				at 0° angle of	Maximum	(front and	Panel
				incidence	(As specified	rear)	(side
					by user)		Plate)
	7.62x 39mm(hard steel	7.45 gm to	635±	6	25mm	6	3
	core bullet)	8.05 gm	15m/s		Or		
III+					44mm		
	5.56 x 45 mm ball	3.5 gm to	890±	6	25mm	6	3
	MKM(equivalent to	4.0 gm	15m/s		Or		
	5.56mm NATO(M 193)				44mm		

- ➤ BFS Back Face Signature on Plasticine.
- > Selected weapon and lot of ammunition, for which reference velocity has been once achieved, will remain the same throughout ballistic testing of all tender samples of various firms.
- All tests will be in accordance with the SOP. Any changes in the SOP will be decided by Technical Evaluation committee.

Q.Testing Criteria

- (i) Scientific inspection/ballistic trial of these BP jackets will be conducted as per Trial Directive "Ballistic Resistance of Body Armor"
- (ii) Groin Pad will be tested ballistically with 9 mm SMC/MP5 Three evenly spaced fair hits at zero degree angle incidence shall be taken and BFS should not exceed the limit as specified by the user. BFS will be measured for first shot only.

R. Miscellaneous

- (i) The supplier/manufacturer shall provide complete 14 BP jackets. Out of which, 12 complete BP Jacket of particular size and two (one each) complete BP Jackets rest of two sizes.
- (ii) While submitting the samples for tender, the supplier shall mention the exact area of SAP and HAP and give the template of the jackets as per the area, so that import of raw materials of the BP Jackets will be allowed accordingly.
- (iii) Each model/brand of BP jackets should be submitted against a separate tender form.

S. Testing facilities:

Ballistic trials as per the QRs will be held at TBRL/CFSL Chandigarh or any other facility as decided by Technical Evaluation Committee.

Note:

- The QRs are dynamic/live and may be amended only on the approval of competent authority.
- The QRs have been drawn jointly with the association of CAPFs, State Police Forces, DRDO (TBRL, DIPAS, DMSRDE Kanpur),, CFSL Chandigarh, AIIMS Delhi, IIT Delhi, BIS and DGQA.
- The level of protection is limited to the ammunitions mentioned in QRs.
- All testing shall be carried out as per the protocols of Trial Directives.

Annexure-"2"

Check List

Sl.		Yes / No	Page No.
1.	Have you attached proof of registration under UP Trade Tax or Central Trade Tax?	Yes / No	,
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	

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 Tendo	erer
		A 11	

निविदा हेतु आवेदन-पत्र

सेवा में,

अध्यक्ष क्य समिति / अपर पुलिस महानिदेशक, पीएसी,

उ०प्र०, लखनऊ।

महोदय,

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

क्र0 सं0	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 JACKET LAVEL III+	ı	ı	ı	ı	_

- 2. आपूर्ति हेतु प्रस्तावित उपकरणों के वित्तीय बिंड में अंकित मूल्य बाजार भाव / दर अनुबन्ध पर आधारित है।
- कय हेतु प्रस्तावित एवं निर्धारित स्पेसिफिकेशन युक्त 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/बिकी कर का पंजीकरण संख्या

Annexure-"5"

की जा सकती हैं।

(टेक्निकल बिड)

निविदा हेतु आवेदन-पत्र

सेवा में,

अध्यक्ष क्य समिति / अपर पुलिस महानिदेशक, पीएसी, उ०प्र०, लखनऊ।

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मह	दय

दि	नांकित	मैंने बुलेट प्रूफ जैकेट लेवल III+ की अ का अध्ययन किया एवं बुलेट प्रूफ जैकेट की			-	न
	क0स0	उपकरण का नाम	कुल मात्रा	धरोहर धनराशि	तकनीकी विशिष्टियां	
	1.	BULLET PROOF JACKET LAVEL III+		_	तकनीकी विशिष्टियाँ इस	
					आवेदन पत्र के साथ संलग्न	

1.	आपूर्ति	हेतु	प्रस्तावित	उक्त	उपकरण	के लिए	र निविदा	में अ	गं कित	धनराशि	रूपये			शब्दों	में
(रू0──) धरं	ोहर राशि के	रुप में	पुलिस	महानिरीक्ष	ाक, पीएर्स	ा मुख्यालय	·, ਚ0प्र0 ल	खनऊ के	पक्ष
में देय डि	माण्ड ड्राप	ग्ट∕ बैंक	oर चैक/बैंव	ह गारण्ट	ो / एफ0डी0	आर0 (Fi	x Depos	it Rec	ceipt)	संख्या		दिनांक	संलग	न है।	
2.	प्रकाशित	त निविद	ा सूचना में	अपेक्षित	मूल अभिले	ख निविदा	खुलने के उप	परांत तक	म्नीकी र	समिति के	समक्ष प्रस्	रुत करूँगा	I		
3.	इस	निविदा	आवेदन	पत्र	के साथ	र्ग संलग्न	ा निविदा	सूचन	ा संर	<u>ज्याः</u> —-					
दिनांकित-			में क	य हेतु !	प्रस्तावित उ	पकरण का	विवरण तथ	ग्रा उपक	रण से	संबंधित नि	नेयम एवं	शर्तों का ग	ाहनतापूर्वक	अध्ययन	कर
लिया गय	ा है तथा	सभी श	र्ते बिना किर	प्ती आपि	त्त के स्वीक	ार 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/बिकी 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	
(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)	1-Full name
Address:-	(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

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