

POLICE

HEADQUARTERS

J&K

JAMMU

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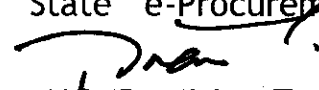
e- NIT NO.43 OF 2017

DATED: 22 .11.2017.

For and on behalf of the Governor of Jammu & Kashmir State, e-tenders are hereby invited from reputed registered and original manufacturers or fabricators of Bullet resistant Vehicles for up-armouring of **01 No. JCB Back-hoe Loader (with protection levels-IV with Run Flat System)**, (indicated in the detailed SBD and BOQs). The download of NIT shall start on **23.11.2017 at 1600 hours**. Tenders shall be submitted online on J&K State e-Procurement Portal 'www.jktenders.gov.in' by or before **16.12.2017 upto 1800 hours**.

The tenders (technical bids only) will be opened online on **18.12.2017 at 1100 hours** at Police Headquarters Gulshan Ground Jammu. In case of unforeseen circumstances, the date of opening will be next working day at the same time.

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

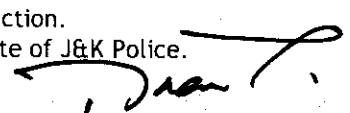
  
AIG (Provision-Transport)  
For Director General of Police,  
J&K-Jammu.

Dated:- 22 .11.2017.

No. MT/Veh-Proc-01/2017-18/6762-81

Copy to the:-

1. Principal Secretary to Govt. Home Department J&K Jammu.
2. All ADsGP/IsGP of J&K Police for information
3. Director General Information J&K, Jammu along with copy of Gist. Kindly arrange the publication of Gist of the NIT in National Dailies viz, The Hindu, Deccan Herald, Hindustan Times, Indian Express and in local Newspapers i.e. (Greater Kashmir in Srinagar) and Excelsior in Jammu) and Tender Journals etc for wide publicity. The payment for publication in National Dailies shall be made by the PHQ against bills.
4. Director Door Darshan Jammu/Srinagar and Station Director Radio Kashmir Srinagar/Jammu for putting the tender notice on air for three consecutive days.
5. Director Industries Jammu/ Srinagar, for information
6. DIG of Central Kashmir Range, Srinagar alongwith 10 copies of Gist each for distribution among the leading firms.
7. Manager, Government Press Srinagar/ Jammu for publication in Govt. Gazette.
8. SSP J&K CID Cell, 11-Harish Chander Mathur Lane Kasturba Gandhi Marg New Delhi 110001 alongwith 10 spare copies of Gist thereof for distribution among leading firms/dealers.
9. AIG (Communication) PHQ J&K, Jammu, along with 06 copies of Gist of NIT thereof, for publication of the Gist in National and Local News Papers and provide Newspaper cuttings to AIG (Provision/Transport) PHQ J&K for record.
10. Dy.SP Police Central Store Jammu for necessary action.
11. S.O. e-Procurement for information and necessary action.
12. In-Charge IT Centre PHQ for posting of NIT on website of J&K Police.

  
AIG (Provision-Transport)  
For Director General of Police,  
J&K-Jammu.

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e-NIT NO.43 OF 2017  
DATED:- 22 .11.2017

SBD
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1	<p>For and on behalf of the Governor of Jammu &amp; Kashmir, e-tenders are hereby invited from reputed registered and original manufacturers or fabricators of Bullet Resistant Vehicles to quote against this tender (as per format provided (in APPENDIX-I) for up-armouring of <b>01 No. JCB Back-hoe Loader (with protection levels-IV)</b> as detailed in <u>Annexures of this NIT</u>. The NIT consisting of qualifying information, eligibility criteria, technical specifications, Bill of Quantities (BOQ), set of terms and conditions of contract and other details can be seen/ downloaded from J&amp;K State e-Procurement Portal <a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a> from <u>23.11.2017 at 1600 hours to 16.12.2017 upto 1800 hours</u>.</p> <p>Note:- Only those firms are allowed to respond who are approved, registered , authorized Bullet proof Vehicle fabricators. Tenders without specific approval, registration and authorisation (as per format provided in APPENDIX-I) shall be rejected.</p>				
2.	<table border="1"> <tr> <td data-bbox="255 840 606 952">Time/date and place for online opening of Technical bid only</td> <td data-bbox="606 840 1514 952"><u>On 18.12.2017 at 1100 hours</u> at J&amp;K Police Hqrs. Gulshan Ground Jammu</td> </tr> <tr> <td data-bbox="255 952 606 981">Validity of tender offer</td> <td data-bbox="606 952 1514 981">Up to 30.06.2018</td> </tr> </table>	Time/date and place for online opening of Technical bid only	<u>On 18.12.2017 at 1100 hours</u> at J&K Police Hqrs. Gulshan Ground Jammu	Validity of tender offer	Up to 30.06.2018
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Validity of tender offer	Up to 30.06.2018				
3.	<p>All tender documents attached with this invitation to tender including the specifications are <b>SACROSANCT</b> for considering any offer as complete offer. It is important that scanned copy of each page of the <b>TENDER DOCUMENT DULY</b> completed and signed <b>IS UPLOADED WITH YOUR OFFER</b> in a <b>sequential manner and not haphazardly</b>.</p>				
4.	<p>The tender fee has been fixed Rs 2000/- in the shape of a <b><u>crossed demand draft</u></b> favouring Chief Accounts Officer PHQ, J&amp;K payable at Jammu. The tender fee is not refundable and the same will be deposited into Govt. Treasury under Head 0055-Police for the year 2017-18. The Scan copy of the draft should be part of the online Bid. The original be sent by post to the AIG (Provision-Transport) C/O Director General of Police J&amp;K, Gulshan Ground Jammu along with covering letter in an envelope &amp; should have a card affixed to it duly signed and stamped by the firm indicating (i) Name of the firm (ii) Tender No. (iii) Date of opening of tender <b>before the opening of technical Bid</b>. <b>Tenders without stipulated tender fee shall be rejected.</b></p>				
5.	<p><b><u>Earnest Money Deposit (EMD)</u></b></p> <p>The intending tenderers will have to send the Earnest Money only in shape of CDR/FDR from any nationalized bank/State owned Banks for an amount of Rs <b><u>5,00,000/- (Five Lacs)</u></b>, pledged to AIG (Prov/Tpt) PHQ J&amp;K with the tender offer, which shall be valid for one year. The <b>EMD</b> in the case of unsuccessful tenderer shall be released after finalization of Tender, whereas, in the case of successful tenderers, it will be adjusted towards the security money (required to be deposited) on application, for due performance of the agreed contract/performance during the warranty period; No interest shall be payable by purchaser on the EMD deposited by the tenderer. The Scan copy of the CDR/FDR should be part of the online Bid and the original be sent by post to the AIG (Provision-Transport) C/O Director General of Police J&amp;K Gulshan Ground Jammu along the tender fee <b>before the opening of technical Bid</b>. <b>J&amp;K Govt. rules with regard to furnishing of EMD in respect of local Registered SSI units of J&amp;K State shall be applicable in letter and spirit.</b></p> <p><b>Tenders without EMD shall be rejected.</b></p>				

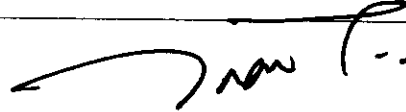
6.	i)Stores required at	FREE DELIVERY AT CONSIGNEE LOCATIONS (Police Central Store Gulshan Ground Gandhi Nagar Jammu. Tenderers are required to quote rates on free delivery at consignee's location basis only. <u>Tenders received quoting rates on FOR Destination Stations/ Station of Despatch basis shall be rejected.</u>						
	ii)Dispatch instructions	Bullet Resistant JCB Back-hoe Loader is to be delivered at consignee's locations as detailed in clause 6(i)						
	iii)Delivery required	Within 120 days from the date of issue of supply order.						
	iv)Inspection	<p>Up-armorng process shall be subjected to three (03) stage inspections to be conducted by a duly constituted board of J&amp;K Police. Stage 1<sup>st</sup> and stage 2<sup>nd</sup> inspections shall be conducted at the plant/works of fabricator, as per following details while-as 3<sup>rd</sup> stage inspection (survey) shall be carried out at the location of consignee ( Police Central Store , Gulshan Ground Jammu)</p> <table border="1" data-bbox="603 600 1423 1093"> <tr> <td data-bbox="603 600 842 913">1<sup>st</sup> stage inspection</td> <td data-bbox="849 600 1423 913">Inspection (test fire) of BR material, as per BPR&amp;D, MHA GOI norms, at works or nearest firing range or CFSL. Chairman Inspection team shall select randomly samples out of BR material to be used for fabrication by the fabricator and after successful test fire , the fabricator will carve ballistic kit for fabrication from approved material.</td> </tr> <tr> <td data-bbox="603 913 842 981">2<sup>nd</sup> stage Inspection</td> <td data-bbox="849 913 1423 981">After completion of fabrication Job at BIW stage.</td> </tr> <tr> <td data-bbox="603 981 842 1093">3<sup>rd</sup> /final stage inspection (Survey)</td> <td data-bbox="849 981 1423 1093">After finishing /painting etc at consignee's premises.</td> </tr> </table> <p>The fabricator should provide advance information about availability of BR material to be subjected to test fire during 1<sup>st</sup> stage inspection.</p> <p>Make and source of BR material/Glasses used in the vehicles shall be indicated in the self Certification of the fabricator, to the effect that BR material purchased for fitment on vehicles (chassis and engine numbers to be essentially mentioned) will withstand the required protection level.</p>	1 <sup>st</sup> stage inspection	Inspection (test fire) of BR material, as per BPR&D, MHA GOI norms, at works or nearest firing range or CFSL. Chairman Inspection team shall select randomly samples out of BR material to be used for fabrication by the fabricator and after successful test fire , the fabricator will carve ballistic kit for fabrication from approved material.	2 <sup>nd</sup> stage Inspection	After completion of fabrication Job at BIW stage.	3 <sup>rd</sup> /final stage inspection (Survey)	After finishing /painting etc at consignee's premises.
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	v)Payment terms	<p>Payment shall be released by the department, against each consignment delivered, inspected, accepted and properly brought on stock in the concerned stock registers of the Department.</p> <p>Remittance charges (Bank Commission) on payment made to the firms will be borne by the supplier/s. The preferred mode of payment will be through RTGS, for which the approved supplier shall have to furnish the Bank/RTGS code details.</p>						
7.	Rates quoted by the firms should be on firm price basis and tax implications, if any, would be appropriately and clearly indicated.							
8.	Firms shall clearly indicate different taxes, duties, charges which they propose to charge as per the format of Bill of Quantity (BOQ) available with the e-tender, <u>moreover online generation of financial comparative (BOQ Chart) is of indicative nature only and not conclusive. The detailed financial comparative (BOQ Chart) shall be worked out by department and information can be uploaded on the website for general information of all the Tenderer.</u>							

9.	The approved fabricator shall be deemed to have fully understood the conditions/specifications and in case of any doubt may seek clarification within 10 days from the date of uploading of tenders online and thereafter pre-bid conference can be held by the J&K Police if required.																																
10.	No conditional tender will be accepted/ entertained. It will be summarily rejected. No other condition than those mentioned (in the terms set-forth) will be entertained.																																
11.	Purchaser reserves the right to change the number of vehicles to be fabricated.																																
12.	Purchaser reserves the right to get the manufacturing capacity of all the firms re-verified irrespective of the registration status or any other document/ information.																																
13.	Purchaser reserves the right to cancel/reject or scrap any or all the tenders, with no consequential liability.																																
14.	<b><u>PRE-BID CONFERENCE:- A Pre-Bid Conference with all intending Bidders would be held at Police Headquarters J&amp;K, Gulshan Ground Gandhi Nagar Jammu on 06.12.2017 at 1600 hours</u></b>																																
15.	<p><b><u>TWO BID SYSTEM;</u></b> All bidders are required to submit their offers in two covers online as under;-</p> <p>(A) <b><u>FIRST COVER (Technical Bid)</u></b> is to be uploaded Online as Scan Copies in PDF format should contain the following;-</p> <table border="1"> <tr> <td>i.</td> <td>The tenderer will clearly mention the name against which it has quoted in the covering letter.</td> </tr> <tr> <td>ii.</td> <td>Tender documents of all pages duly completed and signed <b>BUT WITHOUT INDICATING THE RATES QUOTED.</b></td> </tr> <tr> <td>iii.</td> <td>Scan copy of Earnest money.</td> </tr> <tr> <td>iv.</td> <td>Scan copy of Tender Fee.</td> </tr> <tr> <td>v.</td> <td>Technical specifications of the items quoted.</td> </tr> <tr> <td>vi.</td> <td>Approval of the Competent authority, Registration Certificate and authorisation Certificate with due validity for the items quoted.</td> </tr> <tr> <td>vii.</td> <td>Scan copy of the NIT, all pages duly signed &amp; stamped by the tenderer, in token of having understood and accepted the specifications, terms &amp; conditions of the NIT.</td> </tr> <tr> <td>viii.</td> <td>Performance statement as per <b>APPENDIX-III</b> of this NIT.</td> </tr> <tr> <td>ix.</td> <td>Acceptance of Warranty/Guarantee of the tendered item</td> </tr> <tr> <td>x.</td> <td>Acceptance regarding delivery within the stipulated delivery schedule.</td> </tr> <tr> <td>xi.</td> <td>PAN no/VAT/TIN No. Self attested photocopies thereof be appended.</td> </tr> <tr> <td>xii.</td> <td>Check list for tenders as per <b>APPENDIX-IV.</b></td> </tr> <tr> <td>xiii.</td> <td>All sensitive/non-sensitive documents</td> </tr> <tr> <td>xiv.</td> <td>Any other relevant document which the firms wishes to submit</td> </tr> </table> <p>(B) <b><u>SECOND COVER (Commercial/Price Bid)</u></b> should contain the following;-</p> <table border="1"> <tr> <td>i.</td> <td>Rate quoted by the firm which should be on firm price basis as per Bill of Quantities (BOQ) of the e-tender to be downloaded from the website and Rates should be carefully quoted offline and then uploaded <b>(Note)</b> J&amp;K Police does not issue Road Permits, Confessional Forms, state entry tax or Octroi etc exemption certificates, as such; Rate quoted shall be F.O.R Consignee. <b>The Zero basic cost quoted for any item in BOQ will be treated as Nil Quoted</b></td> </tr> <tr> <td>ii.</td> <td>Rates quoted shall be final till the validity of the contract i.e. up to <b>30.06. 2018</b></td> </tr> </table>	i.	The tenderer will clearly mention the name against which it has quoted in the covering letter.	ii.	Tender documents of all pages duly completed and signed <b>BUT WITHOUT INDICATING THE RATES QUOTED.</b>	iii.	Scan copy of Earnest money.	iv.	Scan copy of Tender Fee.	v.	Technical specifications of the items quoted.	vi.	Approval of the Competent authority, Registration Certificate and authorisation Certificate with due validity for the items quoted.	vii.	Scan copy of the NIT, all pages duly signed & stamped by the tenderer, in token of having understood and accepted the specifications, terms & conditions of the NIT.	viii.	Performance statement as per <b>APPENDIX-III</b> of this NIT.	ix.	Acceptance of Warranty/Guarantee of the tendered item	x.	Acceptance regarding delivery within the stipulated delivery schedule.	xi.	PAN no/VAT/TIN No. Self attested photocopies thereof be appended.	xii.	Check list for tenders as per <b>APPENDIX-IV.</b>	xiii.	All sensitive/non-sensitive documents	xiv.	Any other relevant document which the firms wishes to submit	i.	Rate quoted by the firm which should be on firm price basis as per Bill of Quantities (BOQ) of the e-tender to be downloaded from the website and Rates should be carefully quoted offline and then uploaded <b>(Note)</b> J&K Police does not issue Road Permits, Confessional Forms, state entry tax or Octroi etc exemption certificates, as such; Rate quoted shall be F.O.R Consignee. <b>The Zero basic cost quoted for any item in BOQ will be treated as Nil Quoted</b>	ii.	Rates quoted shall be final till the validity of the contract i.e. up to <b>30.06. 2018</b>
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16.	On due date of opening of tenders i.e. 18.12.2017 at 1100 hours, technical bid only shall be opened and the technical evaluation process will start. Those who qualify the technical bid will be informed online regarding opening date of financial bid.																																
17.	<b><u>Security Deposit :-</u></b> The approved fabricator will have to supply the fabricate BR JCB Back-hoe Loader as per approved rate, and specification, till the validity of the contract.																																

	They will have to furnish <b>security deposit @10%</b> of the total value of the items contracted for in the shape of CDR/FDR from a Nationalized/Scheduled Bank, at the time of signing of <b>Deed of Agreement</b> to ensure satisfactory performance of the fabricated JCB Back-hoe Loader, for Warranty period from the date of acceptance of product. This security deposit will be released in due course after the expiry of specified warranty period/agreed contract. The charges on stamps etc. (cost of documents in totality) shall be borne by the supplier while executing the agreement. (No interest shall be paid by the purchaser on the Security deposit). J&K Govt Rules for Security Deposit in respect of local SSI Units shall be applicable.
18.	<b>Guarantee/Warranty:-</b> Except as otherwise provided in the invitation to the tender, the approved fabricator hereby declares that the fabricated BR vehicles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the contract. The fabricator hereby guarantees that the said fabricated BR vehicles would continue to conform to the description and quality aforesaid for a period as mentioned in the terms and conditions of NIT, from the date of acceptance of supplies by the purchaser. If during the aforesaid period the said fabricated BR vehicles are discovered not to conform to the specifications of supply order and quality aforesaid or not giving satisfactory performance or have deteriorated, the decision of the purchaser in that behalf shall be final and binding on the fabricator and purchaser shall be entitled to call upon the fabricator to rectify/replace the defective parts or such portion thereof by the contractor and in such an event, the warranty period shall apply to the fabricated BR vehicles/parts rectified/replaced from the date of rectification/ replacement thereof. In case of failure of the contractor to rectify or replace the defective parts etc within specified time, the purchaser shall be entitled to recover the cost with all expenses from the contractor for such defective parts etc by the available means.
19.	<b>Warranty:-</b> The warranty period will be three (03) years on bullet proofing of the converted vehicles and 03 years on BR Glasses against de-lamination, development of air bubbles and any other manufacturing defect, from the date on which fabricated vehicles are accepted and brought on stocks of J&K Police.
20.	<b>Liquidity Damages:-</b> Successful tenderer shall have to deliver fabricated vehicle within the stipulated delivery period as would be mentioned in the supply order. J&K Police reserves the right to impose liquidity damages up to 5% of the unsupplied quantity which shall depend upon the nature of supplies, extent of delay.
21.	The fabricated vehicle delivered by the successful tenderer shall be surveyed and verified by the J&K Police at stores i.e. Police Central Stores Jammu, as the case may be.
22.	As soon as the acceptance of the tender is communicated to the successful tenderers online, the contract shall be binding on him. The earnest money of the tenderer who backs out or withdraw his tender or fails to abide by it after acceptance thereof is communicated/posted to him shall be forfeited besides other penal remedies that may be available to the Govt. of the J&K under the law for the time being in force in the State of J&K.
23.	The successful tenderer shall have to enter into an agreement on prescribed Proforma (immediately after the issue of supply order) with the Department for due performance of the contract which shall be furnished before the fabricated BR vehicles are delivered.
24.	The tenderer is required to furnish an authenticated copy of Tax clearance certificates (along with the tender offer or at the time of payments) for the year 2017-18 or a year earlier. The PHQ shall be at liberty to put to scrutiny, verification etc. the Tax clearance so furnished by the successful tenderer.
25.	The authorities reserve absolute powers to reject or accept any tender or part thereof without assigning any reason and without any legal obligations. Any clause incorporated in the tender (not conforming to the NIT in any manner) shall make such an offer liable

	for rejection. Therefore, all the terms and conditions of the tender Notice including technical specifications shall be carefully studied for the sake of complete and comprehensive tender. Failure to comply with any of the conditions stipulated in the tender or instructions or the offer with insufficient particulars/documents shall lead to out-right rejection of the tender.
26.	If after the placement of orders, the tenderer backs out or fail to fabricate the vehicle, the security deposit/EMD will be forfeited besides all other penal provisions the department may decide to impose as per existing norms.
27.	The formal deed incorporating the terms of the contract will be executed by the successful tenderer immediately after receipt of supply order. Failure to execute such bond/deed shall not however prevent the contract from being enforced against the tenderer. Any loss sustained by the Govt. as a result of re-tendering the contract shall be recovered from the defaulter, besides other penal provisions as the department may decide;
28.	<b>Delivery of fabricated vehicle:-</b> Fabricated vehicle shall be delivered (as per instructions in supply order) at Police Central Store, Gulshan Ground, Gandhi Nagar, Jammu as the case may be in perfect condition. The fabricator if he so desires may insure the fabricated vehicles against loss or theft, destruction, damages by the natural calamity loss by exposure to weather or other wise viz. war rebellion, riot etc. The insurance charges will have to be borne by the fabricator and the department shall not pay such charges;
29.	If the successful fabricator fails to supply the ordered vehicle of the prescribed specification or fails to deliver the fabricated vehicle within the stipulated period as specifically mentioned in the supply order, the department shall be at liberty to arrange fabrication of vehicle from any other source or by re-tendering or otherwise at the risk and cost of the tenderer.
30.	If at any stage of the tender process two or more bidders are found in collusion between/among themselves with intent to reduce competition, set price, share technical expertise, share business information/decision, control/share production and/or distribution of products and raise price, all such tenders shall be out-rightly rejected.
31.	If at any stage of tender process any bidder/s is/are found influencing any Government Servant associated with handling the tender process and supplies thereof, bid of such tenderer/s shall be rejected besides invoking any other provision available under rules.
32.	<b>All legal proceedings arising out of any dispute between the parties shall have to be settled in the Courts situated in Jammu and Srinagar and not elsewhere.</b>
33.	Supplies if deficient in any manner viz-a-viz supply order shall be rejected. Penalty/damages would be imposed and recovered from the bidder as per the terms and conditions indicated in the supply order.
34.	<b>The fabricator shall not sublet the contract or any part thereof to any other agency.</b>
35.	The decision of the accepting authority shall be final as to the quality of fabrication work and shall be binding on the fabricator. In case the fabricated BR vehicle are not according to specifications they shall be rejected and at our absolute discretion, rejected vehicles may be allowed to be made good by way of replacement. The loss caused due to rejection of the fabricated vehicles shall be entirely borne by the supplier. The department shall in no case be responsible for any loss or damage that may occur to the rejected vehicles while these are in the premises of the purchaser.
36.	The Department reserves the right to add or suitably modify the terms and conditions (without prior notification) as per exigencies and hence above shall not be construed as all inclusive.
37.	<b>Bidders submitting their bids on-line shall only be accepted and manual bids shall be rejected and no document other than mentioned in the NIT shall be accepted manually.</b>
38.	PHQ may call any bidder at any stage of the tender process for seeking any clarification.

39.	Queries/representations on Tender enquiry received upto pre-bid meeting or within 10 days from the date of publication of Tender Enquiry (Whichever is earlier) would be entertained. All queries and representations received after the aforesaid period would not be entertained.
40.	The bidder should furnish an undertaking <b>APPENDIX-II</b> of this NIT stating that he/she is not connected in any manner with any other bidder in this tender with respect to manufacturing, distribution, supply, in sharing business information/documents price of the item etc for the items quoted in this bid. If this is found to be incorrect, his/her tender would be rejected.
41.	The detailed NIT, SBD and BOQ is available on J&K State e-Procurement portal <a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a> .



**AIG (Provision-Transport)**  
For Director General of Police,  
J&K-Jammu.

**No. MT/Veh-Proc-01/2017-18/ 6782**  
**Dated:- 22.11.2017.**

APPENDIX-I

**BR VEHICLE FABRICATORS AUTHORIZATION**  
**LETTER/CERTIFICATE;**

To,

The Director General of Police  
J&K, Jammu

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

Sir,

Please refer to your e-tender enquiry (NIT) No-43 of 2017 dated 22.11.2017

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

Yours faithfully,

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

**Note:-**

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

**SIGNATURE OF THE TENDERER.**



**APPENDIX-II**

Reference e NIT No. 43 of 2017 dated 22.11.2017

To,

The Director General of Police  
J&K, Jammu

Sir,

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

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

Yours faithfully,

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

**Note;-**

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

**SIGNATURE OF THE TENDERER.**

### APPENDIX-III

#### Performance statement of last five financial years (2013-14, 2014-15, 2015-16, 2016-17, & 2017-18)

Name of the firm	
Description of BR Vehicles fabricated	
Number of BR vehicles fabricated (Year-Wise)	
Value	

Signature of Tenderer

## APPENDIX-IV

**General instructions/CHECK LIST FOR TENDERERS;**  
**Before submission of tender documents, the tenderers should check whether they have complied with the following requirements of otherwise;-**

<u>S.No</u>	<u>Requirement to be checked before submission of the tender</u>	<u>Complied (Please indicate YES or NO after complying with the requirement.</u>
1.	The tenderers for their own ease shall fill in relevant details of NIT offline & upload the same after ensuring accuracy	
2.	Whether tender fee scan copy is enclosed, with the technical bid?	
3.	Whether Earnest Money Deposit (EMD) scan copy is enclosed with the technical bid?	
4.	If an SSI Unit of J&K State, the same is indicated in the tender and scan copy of valid registration certificate is enclosed or not?	
5.	Whether monthly manufacturing and supplying capacity is mentioned in the tender document or not?	
6.	Whether scanned copy of complete tender documents are up-loaded in the technical bid duly signed having official seal on all pages or not?	
7.	Whether tender documents are submitted in two bid system i.e. Technical and Financial Bids separately as per tender enquiry or not?	
8.	Whether offer validity as required in tender enquiry is accepted and indicated in your tender document or not?	
9.	Whether terms of delivery and period as required in tender enquiry is accepted and indicated in your tender document or not?	
10.	Whether payment terms as required in the tender enquiry is accepted and indicated in your tender document or not?	
11.	Whether performance statement for last 5 years as required in tender enquiry in the format is enclosed or not. If not, reason thereof is given?	
12.	Whether warranty period as required in the tender enquiry is accepted or not?	
13.	(a) Status of tenderer as to whether manufacturer or manufacturer's authorized agent is indicated in your tender document. If authorised agent/dealer, valid authority letter for the stores offered from the manufacturer is enclosed or not.	
14.	If called for in the T.E. whether acceptance of functional demo/field trial clause, is specified in your tender document or not?	
15.	Whether indicated in the tender document, if your firm's business dealings is banned by any Govt/Private agency or recommended for blacklisting or not?	

16.	The complete commercial quote should be in Indian Rupees only. Currency of price should be clearly mentioned (wherever applicable).	
17.	Tenderers are required to indicate Basic Rate, GST and any other leviable taxes/charges separately in the relevant columns of the BOQ.	
18.	Entry Tax/Octroi/Toll Tax and other Statutory Taxes will be applicable at actuals supported by documents, if admissible	
19.	Tenderer will attach justification of price quoted which should include the recently executed contracts of the store in question with Govt/Semi Govt Organizations etc.	
20.	No column should be left blank. Wherever amount is not quoted, the column should be clearly marked as 'Nil'.	
21.	Whether testing criteria in respect of BR Steel and BR Glasses as per BPR&D MHA GOI norms are acceptable to the fabricator?	
22.	Whether warranty terms and other terms and conditions are acceptable to the fabricator?	

S No	Sensitive Documents part of Technical bid	Non-Sensitive Documents
1.	Valid registration certificate for BR vehicle fabrication.	Performance statement of 05 years
2.	Scanned copies of EMD and Tender Fee	Supply orders regarding fabrication of BR vehicles
3.	Scanned copy of NIT duly Signed & sealed	SSI unit registration certificate (local SSI units of J&K State only)
4.	Scan copies of Income Tax return, audited balance sheets, P/L Account and trading account of previous year	SSI unit-functional certificate (local SSI units of J&K State only)
5.	Scanned copy of Certificate to this effect that BR material & BR Glasses to be used shall withstand the fire, as per protection level-IV	Authorisation Certificate from OEM/ Fabricator
6.	Tax clearance Certificates	Affidavit that firm/company has not been blacklisted by the GOI, or any other state Government and that no any penalty, whatsoever, has been imposed on his firm by any Government department

**SIGNATURE OF THE TENDERER WITH SEAL**


Annexure "A" of e-NIT No. 43 of 2017

Dated:- 22.11.2017.

**TECHNICAL SPECIFICATIONS OF BULLET-PROOFING**

1.	The fabricated JCB Back-hoe Loader shall give protection in conformity with Protection Level IV by five side up-armouring of passenger compartment (Roof & verticals) to provide protection level IV (armor) Piercing rifle) at 90 degree.
2.	The Floor of passenger compartment is to be provided BR protection of level III
3.	The Tenderer shall have to quote for <b><u>BR fabrication of JCB Back-hoe Loader against Protection Level IV, with Run Flat System.</u></b>
4.	The engine compartment, Hydraulic oil Tank and Fuel Tank is to be provided detachable BR Steel Plates for Protection from all sides
5.	One firing slots with lid is to be provided on left , right and back side of passenger compartment
6.	The front side of engine is to be provided with BR Steel plates detachable in a manner so that air flow to engine components from front side is not obstructed.
7.	BR Glasses of the required size with finest optical quality, minimal distortion to be used as transparent armours.
8.	Proper arrangement for ventilation in passenger compartment is to be made by the installing inflow and exhaust fans on the pots is to be provided in the cabin with protection cover.
9.	Protection covers for Hydraulic pipes fitted with the operating systems of the equipment are to be provided.
10.	The armour plates should be stitch-welded using high intensity MIG welders.
11.	Proper overlapping at all joints including door/window openings are to be provided.
12.	The armour overlaps is to be provided to prevent penetration through door posts and pillars.
13.	Proper reinforcing of joints , pillars is to be provided to accommodate the additional weight of armoured doors
14.	The fabricated JCB BackOhoe Loader is to be provided with heavy duty door hinges, door handles and heavy duty door aligners, to bear the additional weight of BR material.
15.	The control panel and control lever openings are to be provided with proper protection shield to prevent penetration in passenger compartment.
16.	The up-armouring/fabrication is to be carried out with high quality of workmanship and proper care is to be taken to maintain the functioning of all systems of equipment in the original position.

17.	Adjustment/alteration of functioning of different system installed in the JCB Back-hoe loader are to be avoided so that future maintenance and repair of these systems is carried out without any difficulty as per original manufacturers manual.
18.	There should be proper tyre protection.
19.	The brand name of Bullet Resistant material and bullet resistant glasses with thickness to be used for fabrication of BR JCB Back-hoe Loader be specifically mentioned in the tender offer. <u>A Certificate to this effect that BR material &amp; BR Glasses to be used shall withstand the required protection level ,as laid down in test directive of MHA GOI (BPR&amp;D norms). In absence of these documents, the tender will be rejected.</u>
20.	The fabricator will give free access to the Inspection Team, to be nominated by Police Headquarters J&K, for inspections of under fabrication JCB Back-hoe Loader at the works site of the fabricator, during fabrication at different stages, which will be decided by the department.
21.	The BR material and BR Glasses shall be put on test fire as per <u>BPR&amp;D MHA GOI norms</u> , after randomly selecting samples, out of the lots of BR material and BR Glasses from the works site of the approved fabricator by the Inspection Team .
22.	The fabricator has to use superior quality of packing material, glass rubbers and anti-rust paint in fabrication and to use anti-rust coatings on steel plates.
23.	<u>Maintenance during warranty period &amp; post-warranty Period:-</u> The intending tenderers shall have to get the fabricated JCB Back-hoe vehicle repaired for any type of mechanical/manufacturing fault, through their authorised dealers and the maximum (tolerable) off road time shall not exceed 07 days, during warranty period as well as post-warranty period. Post-Warranty period shall be for 05 years and cost thereof, if any shall be reflected, otherwise in the financial bid, beyond the warranty period. In case the approved fabricator fails to get the vehicle repaired during the time limit, department will impose penalty (at its absolute discretion), which shall be at least equivalent to the cost, the department shall have to bear on getting the vehicles repaired from other sources.
24.	<u>Availability of upgraded spares/assemblies:-</u> The approved fabricator will keep readily available in sufficient quantity all the upgraded/reinforced parts/assemblies, which have been upgraded/reinforced by the fabricator, during fabrication of JCB Back-hoe Loader and will supply to the department within two days after receiving indent from the department, even after expiry of warranty period and maintenance period.

  
 AIG (Provision-Transport),  
 For Director General of Police,  
 J&K-Jammu.

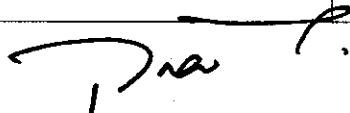
Annexure "B" of e-NIT No.43 of 2017

Dated:-22.11.2017.

PROFORMA FOR QUOTING RATES

Format for quoting rates for BR fabrication of JCB Back-hoe Loader, which would provide Level IV protection, as laid down by BPR&D MHA GOI norms, with Run Flat System.

S.No.	Rates Structure (F.O.R. for Police Central Store Gulshan Ground Jammu)	Rate in Rs.
1.	Basic fabrication cost of one JCB Back-hoe loader with Ballistic kit	
2.	GST (rate and amount to be given) (if applicable)	
3.	forwarding, freight, etc charges upto place of destination i.e. Jammu (if applicable)	
4.	Any other duty /charges (please specify the rate and amount , in absence of which it will be treated as nil (if applicable)	
5.	Total rate (fabrication charges) FOR Jammu (inclusive of all taxes/ duties/charges etc)	

  
AIG (Provision-Transport),  
For Director General of Police,  
J&K-Jammu.

## GENERAL TERMS AND CONDITIONS OF THE e-NIT

1. Financial Bids of only such bidders whose technical bids are found to be genuinely in order and substantially responsive shall be opened at a subsequent date to be intimated in advance, to such eligible bidders.
2. The rate tendered for fabrication/conversion should be both in words and figures.
3. The tenders should be filled in, neatly/clearly, with one ink.
4. No alterations, over writings should be made in the tender.
5. No conditional tender shall be accepted.
6. The successful tenderer shall have to draw an agreement on prescribed proforma (immediately after the issue of Supply Order) and deposit 10% of the contract value, as security for the due Performance of the contract.
7. The security money will be refunded after satisfactory completion of the agreed contract. No interest shall be paid by the department on such deposits.
8. The charges of stamp etc shall be paid by the supplier while executing the agreement.
9. Payments shall be made by the purchasing officer against each consignment of fabricated/ converted vehicle, delivered, inspected/ accepted and properly taken on the stocks in the concerned stock registers of the department.
10. Bank commission on payment made to the firm will be borne by the supplier/fabricator.
11. No advance payment shall be made.
12. The fabrication/conversion so carried out shall be as per specifications circulated with the NIT.
13. In case of any dispute between the fabricator and the purchasing officer, the decision of the DGP J&K will be final and binding on the parties.
14. In case the fabrication is not carried out as per the specifications, the loss there-of shall be borne by the approved fabricator.
15. If after the registration/placement of orders, the tenderer backs out or fail to fabricate the vehicles, the security deposit will be forfeited, besides any other remedy that will be available to the department, under law in force, for the time being in the state.
16. All the legal proceedings arising out of any dispute between the parties shall be settled within the territorial jurisdiction of J&K High Court.
17. The approved fabricator shall not sublet the contract.
18. The decision of the accepting authority shall be final with regard to the quality of fabrication.



19. The converted JCB Back-hoe Loader shall have required dynamic stability and "interior noise level" which shall be within the tolerance limit.
20. The stripped out material of the converted JCB Back-hoe Loader Should be accounted for, while quoting the rates.
21. The successful tenderers shall have to enter into an agreement with the department for successful BR fabrication of JCB as per the specification enclosed with the NIT. The approved tenderers shall have to indicate the warranty/ Guarantee of the converted JCB and certificate to this effect shall have to be endorsed on the body of the bill against which the vehicle is delivered to the department after conversion.
22. The warranty period will be three (03) years on bullet proofing and 03 years on BR Glasses against delamination, development of air bubbles and any other manufacturing defects, from the date after the fabricated vehicles will be put for operational use/duties.
23. The successful tenderers shall have to complete the BR fabrication of vehicle within the period as specified in the supply order.
24. The rates quoted by the tenderers shall remain effective for a period of one year from the date of issue of NIT.
25. The authority/authorities will have full powers to accept or reject any tender or part, thereof, without assigning any reason and without any legal obligation.
26. The fabricator should furnish affidavit that his firm/company has not been blacklisted by the GOI, or any other state Government and that no any penalty, whatsoever, has been imposed on his firm by any Government department.
27. The tenderer should be experienced Agency having already fabricated BR vehicles for the state Police forces/ PMFs and shall provide details/supply orders of fabrication of BR vehicles, executed from last 05 years, with Tender offer.
28. To assist in the examination, evaluation and comparison of bids, the bidders may be individually asked for clarification of their bids.
29. A copy of NIT duly signed and sealed (each page should be signed and sealed) by the Tenderer shall be enclosed with the Tender document, in token of having fully understood and accepted the terms and conditions of NIT.
30. The Tenderer is required to furnish an authenticated copy of Tax Clearance certificate for the year 2017-18 or a year earlier. The PHQ shall be at liberty to scrutiny, verification etc the Tax Clearance Certificate so furnished by the Tenderer.

31. If at any stage of the tender process two or more bidders are found in collusion between/among themselves with intent to reduce competition, set price, share technical expertise, share business information/decision, control/share production and /or distribution of products and raise price, all such tenders shall be out-rightly rejected.
32. The Department reserves the right to add or suitably modify the terms and conditions (without prior notification) as per exigencies and hence shall not be construed as all inclusive.
33. The department will impose penalty (at its absolute discretion) on the approved fabricator, if the BR material arranged by the fabricator for fabrication of vehicles fails in the test fire, causing delay to complete the fabrication, within delivery period on this account, as the time to be consumed in arranging the new material shall also be counted in the delivery period.



AIG (Provision-Transport)  
For Director General of Police,  
J&K-Jammu.

