

UT Administration of Daman & Diu
Office of the Superintendent of Police, (HQ)
Police Head Quarter, Dunetha
Daman – 396 210
(Police Department)

No. 47 /SPHQ/DMN/GNL/Bullet Proof Helmets/2017/ 605615 Dated: - 09/02/2017


TENDER NOTICE

Sealed Tender(s) are hereby invites on behalf of the President of India from Original Equipment Manufacturers (OEM) or their Authorized Agent for purchase of 10 Nos. **Bullet Proof Helmets** by Police Department of Daman & Diu at Police Head Quarters, Dunetha, and Daman. Tender methodology proposed to be adopted by the Police Department of Daman & Diu will be "**TWO Bid systems**" i.e. **Technical Bid and Commercial Bid** with Technical bid containing prequalification.

Name of items along with detail technical Specifications, probable requirements against each item may be seen from the website of the Daman & Diu Police i.e. <http://ddpolice.gov.in> and on website of UT Administration of Daman & Diu i.e. <http://daman.nic.in>. The quantity may vary during indent of the items depending upon budgetary allocation.

Sr. No.	Name of Work	EMD (Earnest Deposit) Money	Tender Fees (Non-Refundable)	Approximate Estimated Cost
1.	Procurement of Bullet Proof Helmets	₹ 2000/- (Two thousand only)	₹ 500/- (five Hundred)	₹ 150000/- (One Lakhs Fifty Thousand only)
3	Last date for submission of tender with tender fee in form of Cheque/DD, EMD in form of FDR and other relevant document mentioned tender document.		23 rd February, 2017	
5	Last date for seeking clarification		18 th February , 2017	
6	Bid Validity		180 Days	
7	Opening of Technical Bid : - The date of the technical bid evaluation will be intimated to the bidders at their email addresses or telephonically.			
8	Price/Commercial Bids : - The Price/Commercial Bids of the bidders qualifying the technical bid will only be opened, the date of which will be intimated in due course to technically short listed/qualified bidders at their email addresses or telephonically.			
9	Address for submission of Tender/ Bids	O/o The Superintendent of Police, Police Head Quarters, Airport road, Dunetha, Nani Daman, Daman – 396 210		
10	The tender complete in all respect consisting of tender fees in form of Cheque/DD and EMD in form of FDR in favour of DIGP, DD, valid copy of Sales Tax, and Central Sale Tax registration number, certificate of manufacturer/ supplier, PAN Card, details of completed similar type of work in three years, duly signed tender form, agreement, schedule and terms & condition shall reach to the office of the Superintendent of Police, Daman as mentioned above in column No. 9. These documents are mandatory document and required to be send through RPAD/Speed Post / Courier or in person. However, tender inviting authority shall not be responsible for any postal delay. The said documents shall be submitted on or before 23/02/2017 ; during office hours, in the office of the tender inviting authority, as mentioned above in column No. 9, above.			

11	The Purchase Committee reserves the right to accept/ reject any or all or part tenders without assigning any reasons thereof.
12	The Technical Bid shall contain technical specifications; EMD, Tender fee and other relevant documents mentioned in above at Sr. 10 and kept in an envelope duly super scribed as " Technical Bid " for Bullet Proof Helmets . " The Technical Bid " should be sealed and super scribed with Name of the work & tender notice no. and due date. The bidders may submit bids duly signed in their own letterheads
13	The "Technical" bids shall be opened and scrutinized by the Purchase Committee, only in respect of the bidders who have been found to fulfill all the prescribed criteria and conditions of this tender document other than technical specifications of the products. Only branded products shall be accepted unless otherwise mentioned in conditions of the contract.
14	Bidders have to submit the Commercial / Price Bid in a separate cover duly super scribed as " Commercial / Price Bid " for Bullet Proof Helmets within prescribed date & time. Price bid in technical bid will not be accepted in any case and will be grossly rejected the bid.
15	The Commercial / Price Bid shall be opened of those Vendor/Manufacturer/ Authorized Dealers/ Suppliers/firm/Agencies who qualify in technical bid during the preliminary checking about submission of Tender fee, E.M.D and other relevant mandatory document their technical bid.
16	The offers received without mandatory documents, without EMD and tender fee will be rejected.
17	The original Tender fees (non Refundable) in form of Cheque/DD and original EMD in form of FDR only should be posted/couriered/given in person along with technical bid cover along with the above mandatory documents.
18	Both envelopes ie. Price/commercial Bid and Technical Bid shall be put in a one envelope with above direction.
	The Tenders received after the stipulated date will not be taken into consideration and liable for rejection.


Superintendent of Police,
 Police Head Quarters,
 Dunetha – Daman
 396 210
 With Seal

Copy to:-

1. The District Informatics Officer (NIC) Daman for Publishing on <http://daman.nic.in> website.
2. All Head of Office, Daman (U.T.) for wide publicity
3. Copy to all Firms/ agencies/ manufactures for information and necessary action.
4. Daman Police website <http://ddpolice.gov.in> for Publishing on the website, please

ANNEXURE – A

UT Administration of Daman & Diu
Office of the Superintendent of Police,(HQ)
Police Head Quarter, Dunetha
Daman – 396 210
(Police Department)

General Terms and conditions

(These terms and conditions are generic in nature, which have been mentioned for the knowledge of the bidders and bidders are advised to read carefully before submitting their bid(s))

No. 47/SPHQ/DMN/GNL/Bullet Proof Helmets/2017/

Dated: - 09/02/2017

1. The bidder/Supplier shall essentially be, a) An Original Equipment Manufacturer or b) An Authorized Agent of the OEM having running business in the tendered item with good business track record. The bidder in proof of he being an OEM / authorized Agent shall submit authenticated documentary evidence in this regard. The proof submitted earlier in some other context shall not be treated as valid and sufficient.
2. The tenders (also called bids), not submitted in prescribed format or in the prescribed manner, shall be rejected by the Tender Committee at the risk and responsibility of the bidder.
3. All the crucial figures, like rates and amount should be written in figures followed by words in a bracket. There shall be no over-writing in the tender document and other papers submitted. All the additions, alterations, deletions and cuttings should be initialed with rubber stamp (or seal) by the same person, who signs the tender document failing so, the tender may be rejected.
4. All the rates and amounts shall be quoted in Indian Rupees (IR) and shall be presumed to be in Indian Rupees unless specifically permitted to be quoted otherwise in this tender document. However an OEM located outside the country may quote its price in the Currency of the country to which he belongs but the same shall be converted to INR at the exchange rate prevailing on the date of opening of Tender and the same will be binding on both parties.
5. Each page of this tender document should be signed by the bidder with seal in token of having read, understood and accepted the terms and conditions of this contract.
6. All the promotional and technical literature of the products intended to be supplied should be submitted for proper appreciation of the bid, whether or not; specifically called for in this tender document. This literature should also be in English, Gujarati or Hindi language.
7. All the information submitted or supplied in the formats of this tender document shall be presumed to be true to the best of the knowledge of the bidder.
8. No firm/Company without valid Value Added Tax Registration number and PAN shall be eligible for submitting bids.


9. The firms participating in this tender shall also submit duly sworn affidavit to the effect that this firm has not been blacklisted / debarred by any Government or Semi Government or private agency and no sister company of this firm is participating in this tender.
10. Copies of Valid Registration Certificates issued by competent Authorities under VAT and CST Acts and Copy of PAN shall be enclosed to the Tender document. In no case other certificates issued by authorities in lieu of such certificates shall be accepted.
11. At the time of opening of Tender/Financial bid the bidder will have to satisfy the competent authority that he is not only authorized as per his Registration Certificates to deal in the tendered item but he has also a running business in such items and he has the ability to supply the tendered quantity in prescribed time limit and to meet the warrantee conditions of the product.
12. If the last date for receipt of the tender/bid turns out to be a holiday, it will automatically be extended to next working day.
13. A bid submitted cannot be withdrawn, in any case.
14. The Tenders/bids received in the prescribed time shall be opened by the purchase committee at the prescribed date time and place. Any bid found incorrect or incomplete in any manner would be summarily rejected by the said committee.
15. All the products, failing to fulfill the prescribed technical specifications, shall be rejected. Decision of the Purchase Committee in this respect shall be final and binding. A bidder can improve the technical specifications of the product offered before the opening of "Financial bid" Decision of the Technical Committee on whether or not the revised specification is an improvement, shall be final. Improvement in the technical specification offered as above, may be accepted or not at the discretion of the tender calling authority. However, no preference or extra payment shall be admissible for superior technical specifications or quality or the like.
16. ***The bidder shall have to submit in separate paper mentioning complied or not complied against each column of the technical specification given in the tender document.***
17. The **commercial /price bid** shall include all levies/ taxes like Service tax, VAT, Sales Tax, Transportation, Customs, Excise, traveling charges, support service during warranty etc. All other Taxes/Duties/Royalties charges payable on the Sale/Transport etc. within and/or outside the State/UT, of Supplier shall be payable by the supplier. No extra charges for packaging, forwarding and insurance etc. will be paid on the rates quoted in the commercial /price bid.
18. All the prices quoted shall be F.O.R., destination i.e. Daman Police Head Quarters which means that prices shall include the cost of delivery at destination.
19. Financial negotiations with firms other than the lowest bidder shall not be held without obtaining the prior approval of DIGP of UT Administration of Daman & Diu & DNH.
20. The authorities are not bound to accept the lowest financial bid.

21. The Purchase Committee of Police Department, reserves the right to accept or reject any Bid, or all Bids at any time prior to placing of purchase order without informing any reason/ ground(s).
22. The Purchase Committee of Police Department may, at its sole discretion, waive any minor infirmity, nonconformity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
23. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding document. Failure to furnish all required information may result in the rejection of its Bid.
24. On delivery, the supplies or products shall be inspected to verify the quantity and to see whether those are in accordance with the technical specifications (or quality requirements) for which the order was placed. If it turns out to be otherwise, the acceptance of delivery shall be refused at the risk and responsibility of the supplier. Further the articles found damaged shall not be counted as accepted until repaired or replaced to the satisfaction of the authorities.
25. The bid should be quoted only for the items specified in the schedule list of requirements and should be for the **Bullet Proof Helmets** of given specifications confirm to the standard(s) requirements of the given specification/mark.
26. Rates quoted for items other than required technical specifications/mark mentioned in the schedule, will not be considered. However indigenous manufacturers may quote their own makes provided that the technical specification confirmed to the standard(s)/requirement(s) of the given specification / mark.
27. Where this office does not specify name of the company/mark and rate should be quoted only for the first class and standard quality.
28. **The supplied Bullet Proof Helmets should be supported for a minimum period of one year warranty period. Providing of warranty will be sole responsibility of the successful Bidder's.**
29. All participating bidder(s) should send in advance or enclose Earnest Money Deposit along-with bid/tender for an amount of ₹ 2000/- by drawing a Fixed Deposit Receipt (FDR) on any scheduled Bank, in favour of DIGP, DD, Daman. Tender fee for an amount of ₹ 500/- along-with bid/tender in form of DD/Cheque, in favour of DIGP, DD, Daman. *Tenders received without Earnest Money Deposit and Tender fee will be summarily rejected.*
30. The successful bidder will have to furnish an unconditional Performance Guarantee of an amount equivalent to 10% of contract value. The performance guarantee to be submitted within 15 days after acceptance of supply order.
31. The amount of Performance Guarantee / Earnest Money deposits will be refunded after expiry of guarantee period if any, or any such date / period as may be mutually agreed upon.
32. The E.M.D. Deposited by the bidder(s) will be returned to bidder(s), whose tender are not accepted.
33. EMD of the successful bidders shall be retained till the supplies are successfully

delivered as per order or adjusted against "Performance Security" (defined on condition No. 21 of conditions of the Contract) as per conditions of performance security agreement.

34. The Earnest Money Deposits paid by the bidder against any other tender(s) is/are not adjustable with this tender.
35. No interest will be payable on the EMD. The EMD shall also stand forfeited in the event of premature withdrawal of the tender(s) by any of the bidder(s).
36. The Purchase Committee will consider extension of the time for remitting the Performance Security Deposit as demanded. However, in case of denial to consider such extension, the successful bidder is bound and abides by the limit given.
37. The bidder must submit details of certificate, indicating his past experience in the execution of similar types of works with govt. or private agencies.
38. **Bullet Proof Helmets** shall be supplied in a ready to use condition.
39. The **Bullet Proof Helmets** supplied should strictly conform and exactly as per the technical specifications mentioned in the schedule and shall also confirm to the given specifications..
40. The supplies of **Bullet Proof Helmets** of different technical specifications or size or specified or incomplete or damaged **Bullet Proof Helmets** will not be accepted.
41. The supplier/ bidder will have to verify all the **Bullet Proof Helmets** within one week from the date of delivery in the presence of Police officials at Police Head Quarters, Daman.
42. The supplier/ bidder will have to replace the same at his own cost and risk on intimation of non-acceptance of any **Bullet Proof Helmets**, then the goods will be sent to the supplier/ bidder within two weeks from the date of receipt in the stores and the same will have to be taken back by the suppliers at his own risk and cost.
43. In case, failure to replace the unaccepted & rejected articles from supplies made by supplier/ bidder, as mentioned in the conditions, the loss undergone by the government will be recovered from the supplier's/ bidder's Performance Security Deposit / Earnest Money or payment due of any bill(s) to the extent required.
44. Short/ Part deliveries may not be accepted. All the items ordered must be supplied in full, for claiming even the part payment.
45. User manuals of the product shall be supplied without being asked for and without being mentioned in the supply order. Moreover, it should be in English.
46. Failure to supply the indent in full within the stipulated period as mentioned in the supply order may lead to forfeiture of EMD / Performance Security and blacklisting of the suppliers. If at all the delivery is allowed to be accepted after the due date, Liquidated Damages(LD) @ 0.5% of the total amount of order (excluding taxes) per week or part thereof shall be charged, however that the L.D. shall not exceed 5% of the amount of order
47. In case of failure to supply of **Bullet Proof Helmets** ordered for, as per conditions and within the stipulated time period i.e 03 weeks, the same articles will be obtained, if required, from the bidder who has offered next higher rates (L2) or from any other source, as may be decided by the Purchase Committee and loss to Government on

- account of such purchase(s) shall be recovered from the former (L1) bidder's Performance Security Deposit / Earnest Money or bills payable. Such former (L1) bidder's shall have no any right to dispute with such procedure.
48. Extension of time limit for supplies may be considered by the Purchase Committee Daman provided that such request made well in time depending upon the circumstances and his decision in the matter will be final.
49. If any time after the order for supply of **Bullet Proof Helmets**, Purchase Committee shall for any reason what so ever not required the whole or part of the quantity where or has specified in the order the Purchase Committee, Daman shall give notice in writing of the facts to suppliers, who shall have no claim to any payment/compensation, what so ever on account of any profit or advantages, with suppliers might have derived in consequence of the full quantity of the articles, not having been purchased nor shall have any claim for compensation by reason of any alteration having been made in the original instructions, which shall involve any curtailment of the supply as originally contemplated.
50. All bills should be in triplicate and should invariably be mentioned the number and date of supply order.
51. All bills should be pre-receipted on a revenue stamp of proper value. Bills which are not pre-receipted on revenue stamp will not be accepted for payment
52. Each bills in which Sales tax is charged must contain the following certificate on the body of the bill ***"Certified" that the goods on which Sales Tax/VAT/Service tax has been charged have not been exempted under the C.S.T/VAT Act or the rules made there under and the amount charged on account of Sales Tax/VAT on these goods is not more than what is payable under the provision of relevant act of the rules made there under.***
53. All the legal matter pertaining to this tender will be handled \ settled in Daman district jurisdiction only.
54. No Separate agreement will be required to be signed by the successful bidder for the purpose of the contract for supply **Bullet Proof Helmets** on the rates mentioned in the **commercial / price bid** by the bidder.
55. If there are any corrigendum/clarifications, this may be obtained from the websites of <http://daman.nic.in>, and <http://ddpolice.gov.in>, or from the tender inviting authority. Bidder should take into account the corrigendum published before submitting the bids.


Superintendent of Police,
Police Head Quarters,
Dunetha – Daman
396 210

Date: -

/02/2017


ANNEXURE - B

UT Administration of Daman & Diu
Office of the Superintendent of Police,
Police Head Quarter, Dunetha
Daman - 396 210
(Police Department)

Special Terms and conditions

1. The bidder shall submit along with this tender document a list of names, complete addresses. Telephone / FAX numbers of the customers to whom, the items, for which the bid has been submitted, have been supplied and installed in last three years, if any. A clear, unambiguous statement shall be made if an item has not been sold anywhere in India so far.
2. The working of the equipment shall be demonstrated successfully and expenses incurred on demonstration shall be borne by the supplier.
3. The supplier shall organize training to acquaint the employees of the organization regarding operation of the equipment in their own cost.
4. The supplier shall repair or replace at his cost any component of the supplies that may go out of order during the warranty period. The repair and replacement shall as far as possible be carried out within the premises, where the equipment has been installed. If, however, it is necessary to take the equipments to the workshop of the supplier, it must be repaired and re-installed successfully in its premises within 48 hours counted from the time service call is placed. Failing so, replacement equipment in working condition shall be supplied till return of the equipment.
5. If an equipment or supply goes out of order within the warranty period and the supplier is informed about it, it must be attended to within 48 hours counted from the time service call is placed.
6. **SAMPLE / DEMONSTRATION:** The tenderer are required to submit one samples of the quoted items along with the tender positively failing which tender shall be rejected.

Signature of the bidder
With Seal


Superintendent of Police
Police Head Quarters,
Dunetha - Daman
396 210

Date: - /02/2017

Agreement Form

[To be submitted along with Technical Bid]

Tender ID No:

To,
The Superintendent of Police,
Police Head Quarters,
Airport road, Nani Daman
Daman – 396 210


Sir

I/We the undersigned _____
hereby offer my/our rates as enclosed. I/We hereby unconditionally accept the terms & conditions attached with this tender and promise to supply the **Bullet Proof Helmets** at rates mentioned in the **Commercial / Price bid**.

The corrigendum(s) issued from time to time by your organisation too have all been taken into consideration, while submitting this agreement letter.

In case any provisions of this tender are found violated, then your organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full Earnest Money Deposit absolutely.

Signature of the bidder
With Seal


Superintendent of Police
Police Head Quarters,
Dunetha – Daman
396 210

Date: - /02/2017.

Note: This letter of agreement should be on the letterhead of the participant bidder i.e Manufacturer/Firm/Dealer/Agent/Vendor and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its bid.

ANNEXURE - C

TECHNICAL SPECIFICATIONS FOR BULLET PROOF HELMETS

1	Brief Description	Bullet proof helmet is designed to provide the wearer with ballistic and fragmentation protection. BPH provides protection against 9mm X 19mm FMJ RN ammunition with 8.0g/ 124 grain mass fired from Sub Machine Carbine / MP-5 fired from a distance of 5m tested with the muzzle velocity of 436 + 9.0m/s & tested as per NIJ standard 0106.01 [field condition]. The helmet is of PASGT shape* which provides the wearer full frontal protection and is designed with an ear relief to provide an extra margin of protection to the temporal areas. The harness suspension system is a three point attachment made of nylon / Cotton webbing assembly. It has a adjustable head band to fit the wearer's head firmly. The retention system is a sling suspension design with cotton chin strap. The Helmet weight is below 1.5 kg. * PASGT: Personal Armor System for Ground Troops
2	Design	<p>(a) Construction: Single piece shell construction, with multi layer of Aramid Ballistic material, head band and harness arrangement to be provided to ensure correct depth to seat the Helmet comfortably on the head. Entire inner shell covered with foam lining to reduce the bulge effect. Adjustable and adequately padded head bands. Chin strap with 3 point arrangements with an adjustable chin cup and quick release Velcro system.</p> <p>(b) Comfort: Helmet should not cause any undue discomfort even after prolonged usage. It should be possible to wear, adjust and remove the Helmet with ease even when gloved.</p>
3	Ballistic Capability	The BP helmet should be able to defeat 9mm X 19mm ammunition with [NIJ Level III A] fired from MP - 5 /Sub-Machine Carbine from a distance of 5 mtrs to be tested as per NIJ Standard 0106.01.
4	Weight	The total system weight of the BP Helmet should not be more than 1.5 kg.
5	Service Life	Service life of the BP Helmet shall be Five years in field condition
6	warranty	Manufacturer's to provide warranty certificate for three years from the date of invoice against manufacturing and workmanship defect.

7	sizes	Helmet shall have suitable head band adjustment mechanism to accommodate different sizes.
8	Surface finish	Helmet should be painted with matt finish olive green Polyurethane /epoxy paint system
9	Helmet Features	<p>a) The helmet shall be provided with inner lining.</p> <p>b) Harness system, which shall be adjustable and capable of moisture and sweat absorption.</p> <p>c) All chin strap to be of low stretch, high strength cotton / Nylon webbing and should be detachable for replacing.</p> <p>d) The edge profile / brim of the shell to be smoothened with neoprene / EPDM rubber.</p> <p>e) Rust proof metal attachment to chin straps to be riveted.</p> <p>f) Helmet to be provided with neck and below pads using soft leather and load spreading crown pad.</p>
10	Climatic Condition:-	The Helmet must withstand repeated and sustained exposure to climatic conditions as under :-Temperature: up to 50°C
11	User of Optical & communicating Instruments / Equipment:-	The shape of the helmet should facilitate the use of handset of in service communication equipment. Helmet should desirably have provision to mount a display system, hands free communication equipment and fixing electro optical equipments. The design of the helmet should be such that it should not obstruct the use of binoculars (day & night), optical sight fitted on the weapons, range finder and Artillery optical instruments like director etc.
12	Comfort: -	The Helmet should not cause any undue discomfort even after prolonged wearing by an individual for more than six to eight hours

Signature of the Supplier's
With Seal



Superintendent of Police
Police Head Quarters,
Dunetha – Daman
369 210

SCHEDULE
ANNEXURE - B

**COMMERCIAL / PRICE SCHEDULE FOR SUPPLY OF BULLET PROOF HELMETS
FOR THE POLICE DEPARTMENT OF DAMAN AND DIU (U.T.)**

Sr, No	Technical Specification of Bullet Proof Helmets	Total No. of Quantity required	Rate per unit	Total Amount
1.	Bullet Proof Helmets	10 Nos.		

Signature of the Supplier's
With Seal


Superintendent of Police
Police Head Quarters,
Dunetha - Daman
369 210

CHECK LIST

1. Earnest money of ₹ 2000/- in favour of DIGP/DD, Daman in form of FDR Only.
2. Tender fee ₹. 500/- either in form of DD or in form of cheque/DD.
3. Sales tax/vat registration certificate along with tin number.
4. Latest sales tax/vat clearance certificate.
5. Documents relating to past experience in similar type of business.
6. A list of owner/partners of the firm and their contact telephone nos. Along with a certificate to the effect that the firm is not blacklisted by any govt. Department nor any criminal case is registered.
7. Any other relevant important information if any.
8. Copy of terms and conditions duly signed with seal of the company/firm/agency, in token of acceptance of terms and conditions.

Sr.	Description	Answer
01	Has the agency registered with Sales Tax/ VAT Department and documents proof to this effect attached?	Yes / No
02	Has the agency enclosed PAN Card and Permanent Income Tax No. with the tender?	Yes / No
03	Has the agency deposited Bid E.M.D. of ₹ 2000/- and Tender fee of ₹ 500/- ?	Yes / No
04	Agency / Firm/ Company registered with the DGS&D/ MSME/NSIC are exempted from submitting EMD subject to production of registration certificate or any document to this effect. Has the company attached any certificate or documents?	Yes / No
05	Has the agency accepted all the terms and condition of the tender documents and has attached an agreement in this regard?	Yes / No
06	Date of Birth of the Owner/Dealer/Manufacturer of the company/firm/agency	
07	Details of Aadhar Card No.	
07	Bank details as follows;	
Name of the Bank/ Branch		
Account No. of Bidder		
Type of Account		
IFSC Code of the Bank		
MICR Code of the Bank		

Signature of the bidder
With Seal.