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J&K POLICE HEADQUARTERS

CUSTOM BID

Custom bids are hereby invited from original manufacturers and approved authorized dealers for the purchase of fifteen (15) Bullet Resistant (BR) Light Motor Vehicles (LMVs) for Special Operation Groups, as per Terms & Conditions of this bid.

Technical Specifications/QRs will be made available to the concerned bidders as per instructions given in 'Appendix-IV'.

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

No. MT/Veh-Proc-03/2021-22/
Dated:-18.11.2021.

8259-60

Copy to the:-

1. S.O. e-Procurement J&K, Jammu for information and necessary action.
2. S.O. IT PHQ J&K, Jammu for information and necessary action.



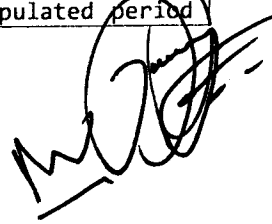
J&K POLICE HEADQUARTERS

TERMS & CONDITIONS

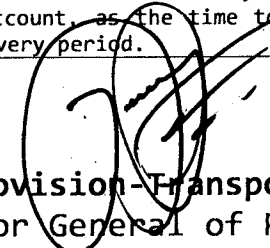
1.	i)Stores required at	FREE DELIVERY AT CONSIGNEE LOCATIONS (Police Central Store Gulshan Ground Gandhi Nagar Jammu. Bidders are required to quote rates on free delivery at consignee's location only. <u>Bids received quoting rates for Destination Stations/ Station of Despatch basis shall be rejected.</u>					
	iii)Delivery required	Within four (04) months of issuance of Supply Order.					
	iv)Inspection	Up-armorng/bullet-proofing process shall be subjected to three (03) stage inspections to be conducted by a duly constituted board/Inspection Team of J&K Police. Stage 1 st and stage 2 nd inspections shall be conducted at the plant/workshop of fabricator, as per details below where-as 3 rd stage inspection (survey) shall be carried out at the location of consignee (Police Central Store, Gulshan Ground Jammu)					
		<table border="1"> <tr> <td>1st stage inspection</td> <td>Inspection of BR material at works of the approved bidder and subsequent test fire as per BPR&D, MHA GOI norms, in the Ballistics Department of any National Forensic Science Lab under the supervision of Inspection Team of J&K Police. Inspection team shall randomly select samples out of ballistic kits for ballistic testing.</td> </tr> <tr> <td>2nd stage Inspection</td> <td>After completion of fabrication job but before finishing/painting.</td> </tr> <tr> <td>3rd / final stage inspection (Survey)</td> <td>After finishing /painting etc.</td> </tr> </table> <p>The fabricator should provide advance information about availability of BR material to be subjected to test fire during 1st stage inspection. Make and source of BR material/Glasses used in the vehicle fabrication shall be indicated in the self Certification of the supplier, to the effect that BR material purchased for fitment on vehicle (chassis and engine number to be essentially mentioned) will withstand the required protection level.</p>	1 st stage inspection	Inspection of BR material at works of the approved bidder and subsequent test fire as per BPR&D, MHA GOI norms, in the Ballistics Department of any National Forensic Science Lab under the supervision of Inspection Team of J&K Police. Inspection team shall randomly select samples out of ballistic kits for ballistic testing.	2 nd stage Inspection	After completion of fabrication job but before finishing/painting.	3 rd / final stage inspection (Survey)
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2 nd stage Inspection	After completion of fabrication job but before finishing/painting.						
3 rd / final stage inspection (Survey)	After finishing /painting etc.						
2.	Rates quoted by the bidders should be on firm price basis and tax implications, if any, would be appropriately and clearly indicated.						
3.	The bidders shall clearly indicate different taxes, duties, charges which they propose to charge as per the format of <u>Annexure 'A'</u> available with the bid. L1 shall be decided on the basis of total cost (inclusive of all taxes) for Police Central Store Ground Gandhi Nagar Jammu.						
4.	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.						
5.	The queries/representations on bid enquiry <u>shall be entertained only within 15 days</u> from the date of publication of this bid. No query shall be clarified beyond stipulated time. PHQ may call any bidder at any stage of the bidding process for seeking any clarification.						

6.	The authorities reserve absolute power to reject or accept any bid or part thereof without assigning any reason and without any legal obligations. Any clause incorporated in the bid (not conforming to the bid in any manner) shall make such an offer liable for rejection. Therefore, all the terms and conditions of the bid document including technical specifications should be carefully studied for the sake of complete and comprehensive bid. Failure to comply with any of the conditions stipulated in the bid or instructions or the offer with insufficient particulars/documents shall lead to out-right rejection of the bid.																										
7.	If at any stage of the bidding 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 bids shall be out-rightly rejected.																										
8.	If at any stage of bidding process any bidder/s is/are found influencing any Government Servant associated with handling the bidding process and supplies thereof, bid of such bidders shall be rejected besides invoking any other provision available under rules.																										
9.	The bidders shall have to upload following documents with their offer in PDF Format:- <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">i.</td> <td>Valid registration Certificate for BR vehicles fabrication. The Bidder shall submit DIPP or any other License which must be valid and authorized as per GOI Guidelines/norms for BR vehicle fabrication.</td> </tr> <tr> <td>ii.</td> <td>BR Vehicle Fabrication authorization letter/certificate as per Appendix-I</td> </tr> <tr> <td>iii.</td> <td>Undertaking as per APPENDIX-II of this Bid stating that he/she is not connected in any manner with any other bidder in this bid 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 bid would be rejected.</td> </tr> <tr> <td>iv.</td> <td>Performance statement, as per APPENDIX-III</td> </tr> <tr> <td>v.</td> <td>Undertaking as per APPENDIX-V</td> </tr> <tr> <td>vi.</td> <td>Scanned copy of IT returns for the last 3 FY's 2018-19, 2019-20 and 2020-21</td> </tr> <tr> <td>vii.</td> <td>Scanned copy of Financial Statements for the last 3 FY's 2018-19, 2019-20 and 2020-21.</td> </tr> <tr> <td>viii.</td> <td>Latest GST Returns/Copies</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>The bidder shall provide details/supply orders of supply of BR vehicles, executed from last 03 years, with bid, as a proof that the bidder is experienced Agency having already supplied BR vehicles for the state/UT Police forces/PMFs and</td> </tr> <tr> <td>xiii.</td> <td>Any other relevant document which the firms wishes to submit</td> </tr> </table>	i.	Valid registration Certificate for BR vehicles fabrication. The Bidder shall submit DIPP or any other License which must be valid and authorized as per GOI Guidelines/norms for BR vehicle fabrication.	ii.	BR Vehicle Fabrication authorization letter/certificate as per Appendix-I	iii.	Undertaking as per APPENDIX-II of this Bid stating that he/she is not connected in any manner with any other bidder in this bid 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 bid would be rejected.	iv.	Performance statement, as per APPENDIX-III	v.	Undertaking as per APPENDIX-V	vi.	Scanned copy of IT returns for the last 3 FY's 2018-19, 2019-20 and 2020-21	vii.	Scanned copy of Financial Statements for the last 3 FY's 2018-19, 2019-20 and 2020-21.	viii.	Latest GST Returns/Copies	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.	The bidder shall provide details/supply orders of supply of BR vehicles, executed from last 03 years, with bid, as a proof that the bidder is experienced Agency having already supplied BR vehicles for the state/UT Police forces/PMFs and	xiii.	Any other relevant document which the firms wishes to submit
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10.	Guarantee/Warranty:- Except as otherwise provided in the invitation to the bid, the approved supplier hereby declares that the BR vehicle 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 BR vehicles would continue to conform to the description and quality aforesaid for a period as mentioned in the terms and conditions of Bid, from the date of acceptance of supplies by the purchaser. If during the aforesaid period the said 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 supplier 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 supplied BR vehicle/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.																										
11.	Liquidity Damages:- Successful Bidder shall have to deliver fabricated vehicles within delivery period as would be mentioned in Supply Order. However, J&K Police reserves the right to impose liquidity damages as per Government of India guidelines i.e. @ Rs. 0.5% per week or part of week upto a maximum of 10% of the basic cost, excluding taxes, of the unsupplied quantity which shall depend upon the nature of supplies, extent of delay.																										

12.	<p>Fall Clause:-</p> <p>I. The price charged for the store supplied under the contract by the contractor shall in no event exceed the lowest price which the contractor sells the stores or offers to sell the stores of identical description to any person(s), organization(s) including the purchaser or any department of the Central Govt or J&K Government or any statutory undertaking of Central or J&K Govt., as the case may be during the period till performance of the contract.</p> <p>II. If at any time during the said period the contractor reduces the sale price or sells or offers to sell such stores to any person (s) , organization(s) including the purchaser or any statutory undertaking of the Central or J&K Government, as the case may be, at a price lower than the price chargeable under this contract, he shall forthwith notify such reduction or sale or offer sale to the purchaser and the price payable under the contract for the stores supplied after the date coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.</p> <p>III. If at any time it comes to notice to purchaser that the contractor has sold the stores or offered to sell the stores of identical nature to any person(s), organization (s) or any J&K or Central Govt. department at a reduced price and has not notified the purchaser, the purchaser shall be at liberty to make the recoveries from the due payments of the contractor in case he fails to indemnify the purchaser on demand.</p> <p>IV. The contractor shall furnish following certificates to the paying authority alongwith the bills of payment:-</p> <p style="text-align: center;"><u>"I/We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person(s)/organization(s) including the purchaser or any department of the Central or J&K Government or any statutory undertaking of the Central or J&K Government as the case may be up to the date of the bill/the date of completion of supplies at a price lower than the price charged to the Govt. under the contract".</u></p>
13.	The exemption of experience/performance etc., if any as per the latest guidelines issued by Government of India and J&K UT Government for encouraging Start Ups/newly registered firm shall be allowed. Such firms need to attach necessary registration documents and copy of guidelines with their offer.
14.	During the technical evaluation of bids, the concerned Committee will take into account relevant parameters and guidelines of GFR 2017 including recent insertion of Rule 144 (XI) in GFR 2017 issued by Ministry of Finance, Public Procurement Division vide Order No. 6/18/2019-PPD dated 23.07.2020.
15.	The Code of Integrity clause as mandated vide rule 175 (1) & (2) of GFR 2017 is to be adopted by both the procuring authority and the bidder in letter and spirit. The bidders may refer CVC's communication No. 007/VGL/033/396514 dated 28.09.2018 for integrity pact.
16.	No conditional bid will be accepted/entertained. It will be summarily rejected. No other condition than those mentioned (in the terms set-forth) will be entertained.
17.	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.
18.	The BR vehicles supplied by the successful bidder shall be surveyed and verified by the J&K Police at stores i.e. Police Central Stores Jammu, as the case may be.
19.	The bidder is required to furnish an authenticated copy of Tax clearance certificates (along with their offer or at the time of payments) <u>for the year 2021-22 or a year earlier</u> . The PHQ shall be at liberty to put to scrutiny, verification etc. the Tax clearance so furnished by the successful bidder.
20.	If after the placement of orders, the bidder backs out or fail to supply the BR vehicles, the security deposit/EMD will be forfeited besides all other penal provisions the department may decide to impose as per existing norms.
21.	The formal deed incorporating the terms of the contract will be executed by the successful bidder immediately after receipt of supply order. Failure to execute such bond/deed shall not however prevent the contract from being enforced against the bidder. Any loss sustained by the Govt. as a result of online bidding the contract shall be recovered from the defaulter, besides other penal provisions as the department may decide;
22.	Bullet resistant vehicles 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 otherwise viz. war rebellion, riot etc. The insurance charges will have to be borne by the fabricator and the department shall not pay such charges;
23.	If the successful bidder fails to supply the ordered vehicles of the prescribed specification or fails to deliver the fabricated vehicles 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-bidding or otherwise at the risk and cost of the bidder.
24.	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.
25.	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.
26.	The fabricator shall not sublet the contract or any part thereof to any other agency without prior authorization of PHQ J&K.
27.	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 is not according to specifications it shall be rejected and at our absolute discretion, rejected vehicle 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 vehicle/s while these are in the premises of the purchaser.
28.	Payments shall be made by the purchasing officer after fabricated/converted vehicles, delivered, inspected/ accepted and properly taken on the stocks in the concerned stock registers of the department. Bank commission on payment made to the firm will be borne by the supplier/ fabricator. <u>No advance payment shall be made.</u>
29.	In case of any dispute between the supplier and the purchasing officer, the decision of the DGP J&K will be final and binding on the parties
30.	The approved bidder/s shall have to indicate the warranty/Guarantee of BR Vehicle 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.
31.	The fabricator should furnish affidavit that his firm/company has not been blacklisted by the GOI, or any other state/UT Government and that no any penalty, whatsoever, has been imposed on his firm by any Government department.
32.	The department will impose penalty (on GeM rates) on the approved supplier, 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.

BR VEHICLE FABRICATORS AUTHORIZATION LETTER/CERTIFICATE;

To,

The Director General of Police
J&K, Jammu.

Subject;- _____

Sir,

Please refer to your bid ____ dated _____.

1. We _____ who are proven and reputable Manufacturers of _____ (name and description of the goods offered in the bid) having factories at _____ hereby authorize M/S _____ (name and address of the agent) to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred bid 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 bid, process the same further and enter into a contract with you against your requirement as contained in the above referred bid 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 bid documents.

SIGNATURE OF THE Bidder.

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 bid 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 bid.

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 bid documents.

SIGNATURE OF THE BIDDER.

Performance statement of three financial years
(2018-19, 2019-20 and 2020-21)

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

Counter Signature of Procurement Authority

Signature of Bidder

Providing of Technical Specification/QRs for Purchase/bullet-proofing of Light Motor Vehicles:-

1. Being an item of sensitive nature, QRs/technical specifications for purchase of Bullet Resistant Light Motor Vehicles are not being uploaded on website. QRs would be handed over to only those concerned firms which have been approved by concerned Central Government Department/MHA GOI for the purpose and on their written request in their official letter signed by either head of the division or equivalent officer authorised for doing so.
2. The letter must contain proper identification of the company i.e. registration/approval details etc. The letter signing authority must also sign a "Non Disclosure Agreement" letter to J&K Police clearly stating that such QRs will only be used for their in house research/ production. Unauthorised possession/circulation of same will invite legal action.
3. They will also sign a "Non Disclosure of Protection Level" or any other information in any print, electronic media and the same will not be digitally transacted in any form for any purpose.
4. The hard copy of Specification/QRs will be handed over by the AIG (Provision-Transport) PHQ J&K in person or by email to the concerned representative of the company only after verifying the credentials as mentioned above including their production of certificate that they are in a position either themselves or through a joint venture/consortium with India OEMs for After Sales Service, Maintenance and Repairs in J&K (at least one each such Field Repair/Maintenance Facility in Jammu and Kashmir regions).

The Director General of Police
J&K, Jammu.

Subject;- _____

Sir,

I M/S _____ is the owner of _____ firm/Company operating at _____ for last _____ years.

1. We have modified plain vehicles _____ type into armoured vehicles for _____ organization and have never been black listed by any one of such organizations.
2. The costumers for whom we have modified such vehicles is satisfied with our performance and after sale services in terms of procurement of modified spare parts.
3. In case we get the job of modifying the vehicle mentioned in PHQ J&K's online bid _____ dated _____ we agree to give best after sale services in terms of modified spare parts.

Yours faithfully,

Signature with date, name and designation
For and on behalf of M/S _____
(Name and address of the Modifiers)

Note;-

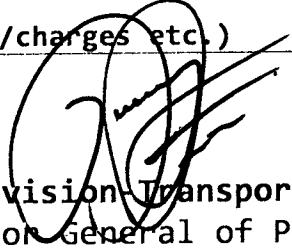
- a. This letter should be on the letter head of the manufacturing firm and should be signed by the person who is competent having the power of attorney.
- b. Scan copy of the original letter must be attached with bid documents.

SIGNATURE OF THE Bidder.

Annexure "A"

Format for quoting rates for a base vehicle and BR
fabrication of a Light Motor Vehicle for SOGs:-

S.No.	Rates Structure (F.O.R. for Police Central Store Gulshan Ground Gandhi Nagar Jammu)
1.	Unit rate of Base vehicle (as per specification) & BR fabrication of Light Motor vehicle
2.	GST (rate and amount to be given) (if applicable)
3.	forwarding, freight, etc charges up to 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 of base vehicle & BR fabrication of Light Motor Vehicle (F.O.R. for Police Central Store Gulshan Ground Gandhi Nagar Jammu). (Inclusive of all taxes/duties/charges etc.)


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



Report ID: GEM/GARPTS/18112021/U0X2O1S6IJXK

Report Name: Bullet Resistant Light Motor Vehicle 15 Nos

Generated By: Gurinderpal Singh , Home Department Jammu and Kashmir

Generated On: 18/11/2021

Valid till: 18/12/2021

GeM Availability Report and Past Transaction Summary

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

Order Count and Order Value displayed is on a cumulative basis since GeM inception.

1. Search String: Bullet Resistant Light Motor Vehicle 15 Nos

Search type: Product

1. There are categories available on GeM matching your requirements (as listed here). You can create a bid on GeM with a product closest matching your required specifications and add additional parameters in specifications through Corrigendum using RMS functionality.
2. If you feel that category TP needs updating you can submit category updating request also through RMS.
3. If you do not want to use any of the above option and want to proceed for procurement outside GeM, please suggest the specifications of the required product for creation of new category on GeM for future procurement.

Search Result: Category available/suggested on GeM but marked as "not matching requirements" by the buyer with undertaking as under:

It is certified that I have thoroughly checked all probable categories suggested by GeM and I am satisfied that the product required is not covered / does not fall in any of the suggested categories and can not be procured under any of these categories even after inclusion of List of Values(LOV) wherever possible in category specifications of suggested categories. It is also certified that the technical specification requirement are such that these can not be covered even by adding specification parameters using ATC in any of the GeM suggested categories. This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.

Order Count

Order Value (in Lakhs)

100
 200
 300
 400
 500
 600
 700
 800
 900
 1000

Category Name	Catalog Count	Direct Purchase	Reverse Auction	Bid	Direct Purchase	Reverse Auction	Bid
Buy Back - Lead acid batteries for Motor Vehicles With Light Weight and High Cranking Performance	168	797	38	68	134	61	61
Truck Mounted Suction Machine	1,012	12	15	116	205	383	3,780
Lead Acid Batteries for Motor Vehicles With Light Weight and High Cranking Performance as per IS:14257	114	258	0	13	63	0	25
Lead acid batteries for Motor Vehicles With Light Weight and High Cranking Performance with CCA as per IS:14257	55	34	4	11	36	344	170
Truck Chassis Mounted Jetting machine	223	7	9	19	128	844	483