



GOVERNMENT OF INDIA
MINISTRY OF HOME AFFAIRS
NATIONAL INVESTIGATION AGENCY

Invitation of Bids for Bullet Proof Jackets at NIA HQ New Delhi

Tender No.10/2018 Dated 11 Sept 2018

1. Seal Bids are invited on behalf of the President of India by Director General, NIA, New Delhi from the Manufacturers/Authorized dealers engaged in the business for supply of Bullet Proof Vests and Bullet Proof Jackets (for full body protection) as per detailed technical specifications mentioned in Part-II of this Tender. Please super scribe the above mentioned Title, Tender number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. The Tender Processing Fee is Rs.500/- (non-refundable).
2. The address and contact numbers for sending Bids or seeking clarifications regarding this Tender are given below -
 - a. Bids/queries to be addressed to: The SP (Admin)
 - b. Postal address for sending the Bids: NIA HQ, 1st Floor, CGO Complex, Lodhi Road, New Delhi-110003
 - c. Name/designation of the contact person :Shri S N Pandey, SP (Admin)
 - d. Telephone number of the contact person: 011-24368800
 - e. E-mail address of contact person: spadmin.nia@gov.in
 - f. Fax number: 011-24368801
3. This TENDER is divided into five Parts as follows:
 - Part I** – Contains General Information and Instructions for the Bidders about the Tender such as the time, place of submission and opening of tenders, Validity period of tenders, EMD etc.
 - Part II** – Contains essential details of the services required, such as the Schedule of Requirements (SOR), Eligibility Criteria, contract/ Delivery Period etc.
 - Part III** – Contains Standard Conditions of RFP, which shall form part of the Contract with the successful Bidder.

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Part IV – Contains Special Conditions applicable to this Tender and which shall also form part of the contract with the successful Bidder
Part V – Contains Evaluation Criteria and Format for Price Bids.

4. This Tender is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw this Tender, should it become necessary at any stage.

5. The pre-bid meeting will be held at NIA HQ New Delhi on 20th Sept 2018 at 1200 hrs.

Part I – General information

1. Last date and time for depositing the Bids:
04th Oct 2018 at 1400 hrs

The sealed Bids should be submitted/reach by the due date and time. The responsibility to ensure timely submission of bids lies with the Bidder. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents by NIA.

2. Depositing the Bids: Sealed Bids should be either dropped in the Tender Box marked for the tender or sent by registered post at the address given above so as to reach by the due date and time. Bids sent by FAX or e-mail will not be considered.

3. Time and date for opening of Bids:

04th Oct 2018 at 1600 hrs

(If due to any reasons, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. Location of the Tender Box:

Reception, Ground Floor, NIA HQ, CGO Complex, Lodhi Road, New Delhi

Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

 **5. Place of opening of the Bids:**

Conference Hall, 6th Floor, NIA HQ, CGO Complex, Lodhi Road, New Delhi.

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/ technical clauses quoted by all Bidders will be read out in the presence of the representatives of the Bidders present at the schedule date and time. This event will not be postponed due to non-presence of representative (s) of any of the vendors.

6. Two-Envelop Bid System: In this case, only the Technical Bids to assess the eligibility would be opened at the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after evaluation is done by the Buyer.

7. Forwarding of Bids – Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like complete registered & postal address, telephone/mobile Nos.& e-mail address of their office.

8. Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 07 days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents. During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

9. Modification and Withdrawal of Bids: No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security. A bidder may, however, modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy which may be sent by hand/post and such signed confirmation should reach the Purchaser not later than the deadline for submission of bids.

10. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection of bid with forfeiture of EMD. Conditional tenders will be rejected.

11. Validity of Bids: The Bids should remain valid for 90 days from the last date of submission of the Bids.

12. Earnest Money Deposit:—Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs.30,000/- (thirty thousand) along with their bids in a separate sealed envelope super scribed "BID SECURITY DEPOSIT". The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business in **favour of Pay & Accounts Officer, NIA, New Delhi**. EMD should remain valid for a period of sixty days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC). However, they have to enclose valid a registration certificate (s) with the above organisation clearly mentioning the validity etc. along with their tender in a separate sealed envelope super scribed "BID SECURITY DEPOSIT". The EMD will be forfeited if the bidder withdraws, amends, impairs or derogates from the tender in any respect within the validity period of their tender.

13. Misc.: A contractor shall not be permitted to tender for works in the concerned Division of NIA responsible for award and execution of contracts in which his near relative is posted as Gazetted Officers. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the NIA or in the Ministry of Home Affairs. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in NIA for any breach of this condition.

NOTE: *"Near relatives" is meant wife, husband, parents and grand-parents, children and grand-children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.*

No Gazetted officer (Group-A) employed in NIA shall work as a contractor or employee of a contractor for a period of one year after his retirement/ voluntary retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.



14. Tender document may be downloaded from website www.nia.nic.in or www.eprocurement.gov.in or may be obtained from the office of the SP (Admn), NIA, HQ, New Delhi on payment of Rs.500/- towards tender processing fee. Bidders who have downloaded the tender document from website may submit the tender processing fee by DD in favour of PAO, NIA payable at New Delhi. Tender without EMD (unless exempted as specified under clause 12 of the General Information (Part-I) and Tender processing fee will not be considered.

All documents should be page numbered and self attested by the authorized signatory.

Part II – Essential Details of Eligibility and Supply required

The detailed technical specifications for supply of 50 No Bullet Proof Vests and 50 No Bullet Proof Jackets (for full body protection) at NIA HQ New Delhi is attached as per **Annexure-I & Annexure-II.** A compliance report is required to be submitted in the Technical bid.

Additional requirements/conditions

- (i) NIA require 50 Nos of Bullet Proof Jackets (including HAPs+SAPs and trauma PADs) having 25mm BFS with side plates for 360degree protection and with collar protection. Out of 50 BP Jackets, 25 numbers are in large size and 25 numbers are in extra-large size.
- (ii) The colour of BP Jackets and BP Vests should be black or Navy blue or Steel Grey.
- (iii) 50 No Bullet Proof Vests are required. Out of which 20 large & 20 extra-large for men (total 40) and 5 large & 5 extra-large for women (total 10). Detachable collar protection is also required in the vests.
- (iv) Provision/space of inserting HAPs into Vests is also required.

Eligibility Criteria:

The Vendor must fulfil the following conditions and submit the documents:

- (i) Registration Certificate/ Certificate of incorporation of firm.
- (ii) Compliance sheet of each points mentioned in the detailed technical specifications as per **Annexure-I & Annexure-II.**
- (iii) **TURNOVER:** The turnover of the Bidder should be more than Rs. 30 Lacs (Fifty Lakhs) each during the last three financial years starting from FY 2014-15. Copy of Balance Sheet & Profit & Loss Statements to be submitted duly certified by CA as supporting evidence.

(iv) Copy of PAN Card of Proprietor or the firm as the case may be & ITRs for the last three financial years starting from 2014-15 (AY 2015-16) to be submitted.

(v) Should give an undertaking or affidavit that the company/ firm has not been black listed by any Court of Law or any Govt./ Central Autonomous bodies/ PSU and in future if such a blacklisting takes place the agency shall be liable to inform the NIA forthwith.

(vi) Work Experience:-

The vendor should have satisfactorily completion certificate relating to the supply of the similar products during the last three years i.e. (upto 31 Dec 2017) in any CPMF/CPO/NSG/IB/SPG/State Police/Army Establishment/Reputed organizations of private sectors as per details given below:-

(a) One similar supply of the product not costing less than Rs.12 Lacs.

OR

(b) Two similar supply of the product not costing less than Rs.8 lacs each

OR

(c) Three similar supply of the product not costing less than Rs.4 lacs each

(Note : Similar supply means timely supply of the Bullet Proof Jackets & Vests to the entire satisfaction of the department/organization.

Copies of supply orders and successful completion certificates issued by the clients are to be submitted alongwith technical bids as proof of the work experience.

vii) An undertaking on the letter head of the Firm/Company to the effect that "The Bidder has gone through all the Terms & Conditions of the Tender document & the same are acceptable to the Tenderer" should be attached.

viii) A copy of the authorization by the Proprietor/Partners/Director(s) or by all the partners of the Agency (as the case may be) in case the Bid documents are signed & sealed by a authorized person.

ix) Should be registered for GST.

x) Tender Processing Fee by DD

xi) EMD as prescribed in tender document.

SUBMISSION OF BIDS:

Tender is in two parts.

- a) Technical Bid containing documents of general Nature establishing Eligibility Criteria as specified above. Each & every document in the Technical bid should be signed by the Proprietor/duly authorized partner or all the partners in case of a partnership firm or the authorized Director in case of a company; all these also need to be stamped by the seal of the agency on each page. The EMD should be kept in a separate Envelope super scribed as "EMD" and giving details of Tender Notice No., description of supply and due date of opening on the cover and addressed to SP (Admin), NIA, New Delhi.
- b) Commercial Bid shall be submitted in format provided with the tender document. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to complete the BoQ/Price Bid in blue colour ink with their respective financial quotes and other details (such as name of the bidder) and submit it.

NOTE: The contractor shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Contractor. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the contractor, shall also be submitted alongwith the tender. NIA may reject outright any bid not supported by adequate proof of the signatory's authority.

Time allowed to supply the product shall be 30 days from the date of depositing the Performance Guarantee as specified under Part-IV.

Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which shall be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract).

1. Law: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. Effective Date of the Contract: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) or as mentioned in the contract document and shall remain valid until the completion of the obligations of the parties under the contract. The performance of the services shall commence from the effective date of the contract.

3. Arbitration: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to execution or performance, which cannot be settled amicably, may be resolved through arbitration. The arbitration shall be conducted in accordance with the provisions of the **Arbitration and Conciliation Act, 1996 (26 of 1996)** or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

4. Penalty for use of Undue influence: The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or dis-favour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. Agents / Agency Commission: The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, for the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is


discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

6. Non-disclosure of Contract documents: Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

7. Liquidated Damages: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents etc. as specified in this contract, the Buyer may, at his discretion, withhold any payment or part of payment until the completion of the contract. In case of delay in completion of work, penalty @ 0.5% of the contract value per week or part of week will be deducted from the bill. Such penalty should, however, will not be exceeding 10% of the total contract value.

8. Termination of Contract: NIA shall have the right to terminate this Contract in part or in full in any of the following cases:-

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- (a) The delivery of stores is delayed due to causes of Force Majeure by more than 30 days provided Force Majeure clause is included in contract.
 - (b) The delivery of the stores is delayed for causes not attributable to Force Majeure for more than 15 days after the schedule date of start.
 - (c) The Seller is declared bankrupt or becomes insolvent.
 - (d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
 - (e) As per decision of the Arbitration Tribunal.

9. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

10. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

11. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

12. **Taxes and Duties:**

1. Price quoted should be excluding the taxes/duties. The applicable taxes should be mentioned in the relevant column provided for the purpose. In case space provided for the Tax remain blank, it will be presumed that either no tax is payable or prices are inclusive of all taxes.

2. If a Bidder is exempted from payment of any duty/tax upto any value of services from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/ tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

3. Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the vendor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be extended to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.



4. In case any new tax or levy or cess is imposed by Statute, after the last date stipulated for the receipt of tender including extensions (if any), the seller shall inform the buyer in writing within 15 days of imposition/Notification of said tax and thereupon necessarily and properly pays such taxes/ levies/ cess, The seller shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the competent authority (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the seller. The seller shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and shall also furnish such other information/ document as may require from time to time.

Part IV – Special Conditions

The Bidder is required to give confirmation of their acceptance of Special Conditions of the Tender mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. Performance Guarantee:

The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 15 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of contract period.

- 2. Payment Terms–** The payment shall be made in the bank account of the contractor directly through e-payment mode. It is mandatory for the Bidders to provide their bank account numbers and other relevant details for *payment* so that payments could be made through ECS/NEFT/RTGS mechanism instead of payment through Cheque. No advance payment shall be made under any circumstances.

The Supplier shall submit the bills to the office of SP (Admn), NIA HQ, New Delhi with the following documents for verification and payment:

- (i) Receipt / certificate from the authorised officer in the location for having received the material with quantity of each item in good condition or work have been completed successfully as the case may be.
- (ii) Bills in triplicate should be sent later and the payment shall be released only after it is ensured that the items / quality of the

items supplied are to the entire satisfaction of the department. If any item is found to be defective, or not of the desired quality etc the same shall be replaced by the firm(s) immediately at their own cost for which no extra payment shall be made. All statutory deductions (IT/GST etc.) shall be made at source at the time of payment to the contractor as per the provisions of the relevant Tax Act as applicable.


3. Risk & Expense clause:

- a) Should the material/services or any part thereof not be delivered within the time or times specified in the contract documents, or if poor / substandard items are provided, the Buyer shall after granting the Seller 05 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- b) Should the item not delivered in accordance with the specifications / parameters provided by the SELLER during the contract period the BUYER shall be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as wholly cancelled for breach of contract, or to the extent of such default.
- c) In case of a material breach that was not remedied within 05 days after the date of notice given for that material breach, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to procure from any other source as he thinks fit, other items of the same or similar description to make good:-

I. Such default.

II. In the event of the contract being wholly determined the balance of the remaining items to be delivered there under.

- d) Any excess of the contract price, services procured from any other service provider as the case may be, over and above the contract price, price appropriate to such default or balance/ difference shall be recoverable from the SELLER. Such recoveries shall however, not exceed 10% of the value of the total contract."

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4. **Pre-despatch inspection**:- The firm will obtain final approval of design from NIA before starting the production. The firm will provide 2% of the total ordered quantity order for the purpose of ballistic test/evaluation. The vest will be selected randomly by the Inspection team out of the supplied lot. In case of failure of ballistic test whole lot will be rejected. The cost of the vests and ballistic test will be borne by the firm.
 5. Joint inspection will be carried out before acceptance of store at the place of delivery i.e. NIA HQ CGO Complex, New Delhi.

6. **Guarantee/Warranty:-** Guarantee/warranty will be for a period of 24 months from the date of acceptance of the stores against any manufacturing defects. Warranty for BP material will be 5 years from the date of acceptance of stores.

Part V – Evaluation of bids & Evaluation procedure

Evaluation Criteria - The broad guidelines for evaluation of Bids will be as follows:

- (a) Only those Bids will be evaluated which are found to be received by the stipulated date and time and fulfilling all the eligibility and qualifying requirements as mentioned in the tender document, both technically and commercially.
- (b) The technical Bids forwarded by the Bidders will be evaluated first by the Buyer with reference to the parameter mentioned in the tender documents. The Price Bids of only those Bidders will be opened whose Technical Bids would found compliant after the evaluation of eligible criteria.
- (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given in the tender document.
- (d) Rates quoted by the seller in the price bid/format in figures and words shall be accurately filled in so that there shall not be any discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct.
- (e) If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.
- (f) In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
- (g) The Lowest Acceptable Bid will be considered further for placement of contract after complete clarification and price negotiations, if required, and as decided by the Buyer. The Buyer may award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if convinced that Lowest Bidder is not in a position to provide the full quantity as stipulated in the tender.


- (h) Please note that in case of cutting/overwriting and use of correction fluid is noticed, the bid will be rejected. The Tender documents submitted should be signed by the authorized signatory of the organization on each page of the documents which should also be serially numbered. Failure to do so will be treated as non-fulfillment of the tender conditions.
- (i) Any other criteria as applicable to suit a particular case.

EVALUATION PROCEDURE

Technical Evaluations of the Bids will be carried out by a duly constituted committee on the basis of Bid Documents submitted as mentioned Eligibility criteria and tender document. The committee constituted by the competent authority will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents are genuine and have been properly signed and whether the bids are generally in order. The committee shall determine the conformity of each bid w.r.t. the bidding documents. As regard to financial evaluation of the Bids, the Gross amount quoted by the bidder as per the Price Bid format will be assessed by the committee.

A team of Officers from NIA may visit the office of the Bidders for establishing their credibility & verification of submitted documents.

Conditional Tenders/Non-compliance of any of conditions, set in tender document shall render the bid to disqualification. Any deviation from the clauses hidden/ intentional/ unintentional shall be considered as contravention of the clauses of tender document and same shall also be grounds of rejection


(S N Pandey)
Supdt of Police (Adm)
NIA HQ New Delhi
Tele No. 24368800
Email- spadmin.nia@gov.in

TECHNICAL SPECIFICATIONS OF BULLET RESISTANCE VEST.DESIGN PARAMETERS FOR BR VEST

- A. Shall conform to Trial Directive, "Ballistic Resistance of Vest," Protection against:
- (i) 9x19 mm cartridge fired through Sub Machine Gun (Such as Sten Machine, MP-5, Carbine, any other variant) from a distance of 5 meters to achieve a muzzle velocity $430 \pm 15\text{m/s}$ and the weight of the bullet between 7.4 to 8.2 g.
 - (ii) .357 SIG FMJ Flat Nose (FN) bullet with a specified mass of 7.9 to 8.3 g, velocity of $440 \pm 15\text{m/s}$ from a distance of 5 meters. (Optional)
 - (iii) .44 magnum Semi Vested Hollow Point (SJHP) bullets with a specified mass of 15.4 to 15.8g, velocity of $430 \pm 15\text{m/s}$ from a distance of 5 meters. (Optional)
- B. SIZES OF SOFT ARMOUR PANEL (SAP)
SAP should be of three different sizes i.e. STANDARD, LARGE, & EXTRA LARGE.
- C. AREAS OF COMPONENTS OF SOFT ARMOUR PANEL
Each component should be made of multi layers of same material. Each layer will be in single piece and of equal shape and size to maintain uniform thickness all over area up to edge level. Coverage area of the SAP should be as per the sizes mentioned below:-

(Table - 1)

S. No	Category	STANDARD (In m ²)	LARGE (In m ²)	Extra Large (In m ²)
1	For Male	0.30	0.33	0.36
2	For Female	0.32	0.35	0.38
Dimension				
Length (Bottom of neck scoop to bottom of vest)		35cm	37cm	39cm
Chest size		90cm	95cm	100cm

- (i) Should be thin enough to be properly concealable with max thickness of 05mm, including trauma pad if any.
- (ii) Negative tolerance in terms of area measurement is not permissible.

- (ii) Measurements will be made with the help of scaled drawing on graph paper and using planimeter.

D. WEIGHT OF THE VEST-

Total weight of BR vest for ammunition 9 x 19 mm, MV 430 \pm 15 m/s including SAPs, Outer cover and trauma liner should not exceed as mentioned below:-

(Table - 2)

S. No.	Category	STANDARD (In Kg)	LARGE (In Kg)	Extra Large (In Kg)
1	For Male	1.5	1.6	1.7
2	For Female	1.6	1.7	1.8

Total weight of BR vest for optional ammunitions .357 SIG FMJ (440 \pm 15 m/s), .44 Magnum (430 \pm 15 m/s) including SAPs, Outer cover and trauma liner should not exceed as mentioned below:-

(Table - 3)

S. No.	Category	STANDARD (In Kg)	LARGE (In Kg)	Extra Large (In Kg)
1	For Male	1.8	1.95	2.1
2	For Female	1.9	2.1	2.2

E. CARRIER SYSTEM

- (i) Made of high quality fabric preferably cotton based.
- (ii) The cloth of the carrier must be pre-shrunk before stitching.
- (iii) The fabric must be suitable to wear in the Indian conditions of heat, rain, and humidity.
- (iv) Should have a proper sweat management system for:-
 - a) Body Sweat and odour absorption.
 - b) Vapour, Moisture and breathable for cooling effect.
 - c) Fire/UV/Oil/Chemical resistant.
 - d) Machine Washable.
 - e) The carrier shall be adequately stitched and reinforced to prevent fabric ripping or seams opening due to laundering.
 - f) One Extra carrier to be provided with each BR Vest.
 - g) The Carrier should be single piece with separate front and back SAPs. Zips may be provided on sides.
 - h) Overlapping of SAPs be provided on both the sides where front and back panels joins, to leave no gaps. This would provide maximum coverage area for protection all around.

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- (ii) Measurements will be made with the help of scaled drawing on graph paper and using planimeter.

D. WEIGHT OF THE VEST-

Total weight of BR vest for ammunition 9 x 19 mm, MV 430 \pm 15 m/s including SAPs, Outer cover and trauma liner should not exceed as mentioned below:-

(Table - 2)

S. No.	Category	STANDARD (In Kg)	LARGE (In Kg)	Extra Large (In Kg)
1	For Male	1.5	1.6	1.7
2	For Female	1.6	1.7	1.8

Total weight of BR vest for optional ammunitions .357 SIG FMJ (440 \pm 15 m/s), .44 Magnum (430 \pm 15 m/s) including SAPs, Outer cover and trauma liner should not exceed as mentioned below:-

(Table - 3)

S. No.	Category	STANDARD (In Kg)	LARGE (In Kg)	Extra Large (In Kg)
1	For Male	1.8	1.95	2.1
2	For Female	1.9	2.1	2.2

E. CARRIER SYSTEM

- (i) Made of high quality fabric preferably cotton based.
- (ii) The cloth of the carrier must be pre-shrunk before stitching.
- (iii) The fabric must be suitable to wear in the Indian conditions of heat, rain, and humidity.
- (iv) Should have a proper sweat management system for:-
 - a) Body Sweat and odour absorption.
 - b) Vapour, Moisture and breathable for cooling effect.
 - c) Fire/UV/Oil/Chemical resistant.
 - d) Machine Washable.
 - e) The carrier shall be adequately stitched and reinforced to prevent fabric ripping or seams opening due to laundering.
 - f) One Extra carrier to be provided with each BR Vest.
 - g) The Carrier should be single piece with separate front and back SAPs. Zips may be provided on sides.
 - h) Overlapping of SAPs be provided on both the sides where front and back panels joins, to leave no gaps. This would provide maximum coverage area for protection all around.

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

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

- Duration of flame after removal of burner-maximum 5 second (Test Method IS 11871).
- Duration of flame afterglow-maximum 5 second (Test method IS 11871).
- Hydrostatic Head-Minimum 100 cms of water for 24 hrs (Test Method IS391-1975).
- Water penetration should be zero (Test Method IS392-1989).

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

F. DESIGN /CONSTRUCTION

- (i) Customize design according to the need of user and provide protection against 9mm bullet and desirable/optional protection against .357 SIG FMJ Flat Nose (FN) bullet and with .44 magnum Semi Vested Hollow Point (SJHP) bullets with a above specified mass and a velocity.
- (ii) Adjustable at the shoulders, waist, with appropriate Hook and Loop fasteners (Velcro's), as per IS 8156-2014. An adjustable Velcro should be provided with double locking of vest with Velcro (from front for male & from rear for female).
- (iii) The Vest should be designed and fabricated to withstand hard daily wear.
- (iv) Thread tension should be maintained such that no loose stitches.
- (v) The vendor has to declare the type of materials, number of layers, and their aerial density in technical bid of tender and they have to maintain the same in bulk supply.
- (vi) SAP should be encased in some materials so as to make it water proof.
- (vii) Outer carrier shall be machine washable and body sweat and odour absorption.



Note: -

- i. Vendor to provide "Raw Material Assurance Certificate" in support of their SAP designs.
- ii. Vendor must provide Certificate from the original anti-ballistic material supplier, confirming that the required volume of material/grade is purchased for the commercial supply of BR Vest and same is being used during bulk supply of BR Vest. For confirmation, user should provide few samples out of bulk supplied of BR Vest to the original anti-ballistic material supplier and obtain the requisite report.

G. TRAUMA PAD FOR TRAUMA ATTENUATION

- (i) Trauma pad made of extremely light weight, thin and flexible material.
- (ii) It must cover uniformly up to edge level of the SAPs. Seam sealed along with SAP.
- (iii) Back face Signature (BFS) should not exceed 44 mm in Plasticine block.

H. LABELLING- The outer carrier and the two Soft Armour panels must be labeled as giving in below :-

Name, logo or other identification

of the Manufacturer : xyz

Name of the Product : aabb

Date of Manufacturing : dd : mm : yyyy

Date of Receipt : (to be filled by user)

Size : Standard/Large/Extra large

Identification number : abcd-----

Reference : Tender No. with date

Note:- Strike face of Vest should be clearly marked

I. SOFT ARMOUR PANEL (SAP)

- (i) SAP shall be able to withstand NIJ threat level III A in respect of the caliber & the weapon selected for trial and other parameters such as weight & velocity of the bullet in ammunition selected for trials.
- (ii) To provide full front and back torso protection as well as full sides and upper shoulders.
- (iii) The weight of the material shall be so balanced as to make the SAP lightweight, breathable, soft, and pliable.

- (iv) The aerial density of the panels shall be such as to provide the rated ballistic and trauma protection.
- (v) No tears, rips, worn spots, discolorations, loose or torn stitching and set wrinkles on the SAP shall be allowed.
- (vi) The panel shall be treated with approved and durable water repellent.
- (vii) The SAP shall be removable from outer carrier to allow for periodic cleaning.
- (viii) The SAP shall be placed in tightly sealed with some material so as to make it completely water repellent and waterproof.
 - Hydrostatic Head-Minimum 100cms of water (Test Method IS391-1975).
 - Water penetration should be zero (Test Method IS 392-1989).

Note: Vendor must declare number of layers and type of material (aerial density of material) used for fabricating Soft Armour Panel as per original manufacturer of the material. Raw Material Assurance Certificate (RMAC) must be given from original manufacturer in respect of material for SAP, valid for a period of six months from the closing date of tender. The vendor has to make bulk supply as per the above declaration.

J. OTHER STIPULATIONS

VEST STYLE	:	POLICE
SERVICEABILITY	:	5 YEARS (SAP & trauma liner)
GUARANTEE	:	The Outer Carrier shall be guaranteed for a period of 2 years against all manufacturing defects.
HUMIDITY	:	95% at 40°C
STORAGE	:	Normal Room Temp.

K. IMMUNITY LEVEL/PROTECTION:

- (i) Soft Armour Panels
As described in table below, six shots (4 + 2 (1 each from 30° and 45° angle) fired through 9mm Sub Machine Gun (Such as Sten Machine, MP-5, Carbine, any other variant). One extra shot on seam provided on projection for bust in Female vest.

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(Table - 3)

Armour Type	Test Bullet	Bullet weight	Reference Velocity	Hits per Armor part at 0° angle of incidence	BFS* Depth Maximum	Shots per Panel (front and rear)
III A	9mm FMJ RN	7.4 gm to 8.2gm	430 ± 15 m/s	4+ (01 each at 30° and 45°)	44 mm	6+1 (in case of female vest)
	.357 SIG FMJ Flat Nose (FN) (Optional)	7.9 gm to 8.3 gm	440 ± 15m/s	4+ (1 each at 30° and 45°)	44 mm	6+1 (in case of female vest)
	.44 magnum Semi Vested Hollow Point (SJHP) (Optional)	15.4 gm to 15.8 gm	430 ± 15m/s.	4+ (01 each at 30° and 45°)	44 mm	6+1 (in case of female vest)

Note: -

1. * BFS – Back Face Signature on Plasticine.
2. Selected weapon and lot of ammunition, for which reference velocity has been once achieved, will remain the same throughout ballistic testing of all tender samples of various firms.

L. SAMPLE

- i) The supplier/manufacturer shall provide complete 04 BR Vests. Out of which, 02 complete BR Vests of particular size and two (one each) complete BR Vest of two sizes.
- (ii) Each model/brand of BR Vest should be submitted against a separate tender form.

M. Testing facilities-

Ballistic trials as per the QRs will be held at CFSL and TBRL, Chandigarh or Any Other Facility (Any NABL accredited Lab which is specifically approved for Ballistic testing) as decided by Technical Evaluation Committee.

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TECHNICAL SPECIFICATIONS OF BR JACKETS**13. DESIGN PARAMETERS FOR BR JACKETS IN CONJUNCTION WITH (ICW) SAP AND STAND ALONE**

i) Shall conform to Trial Directive, "Ballistic Resistance Body Armor," Protection against:

a. **Soft Armor Panel (SAP)**

9x19 mm cartridge fired through Sub Machine Gun (Such as Sten Machine, MP-5, Carbine, any other variant) from a distance of 5 meters to achieve a muzzle velocity 430 ± 15 m/s and the weight of the bullet between 7.4 gm to 8.2 gm.

b. **Hard Armour Panel (HAP)**

7.62mm x 54 R API or equivalent API ammunition fired through appropriate weapon from a distance of 10 meters to achieve a muzzle velocity 830 ± 15 m/s.

ii) **SIZE AND AREAS OF COMPONENTS OF SOFT ARMOUR PANEL (SAP) IN CASE OF BR JACKET (ICW)**

Coverage area of Soft Armor Panel (SAP) as per the size will be as under:-

(Table No. 1)

SL	PANEL	STANDARD	LARGE	EXTRA LARGE
		Size in Square. meters		
1	Front	0.15	0.18	0.21
2	Back (inclusive of side)	0.24	0.26	0.28
3	Collar (Total)	0.06	0.06	0.06
4	Shoulder (Total)	0.04	0.04	0.04
5	Groin	0.06	0.06	0.06
Total		0.55	0.60	0.65

- Negative tolerance in terms of area measurement is not permissible.
- Measurements will be made with the help of scaled drawing on graph paper and using planimeter.
- Weight of each SAP- As mentioned in Table No. 4, 5 & 6.

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14. WEIGHT AND AREA OF HAP

(Table No. 2)

Portion of HAP	Surface Area of HAP (In M ²)	Maximum Weight of each HAP (In Kg.)			
		Stand Alone		ICW (In conjunction with) SAP	
		Front / Back	Side Plate	Front / Back	Side Plate
Front / Back	0.0735	3 Kg.	1.5 Kg.	2.8 Kg.	1.4 Kg.
Side Plate	0.0359				

15. AREA AND WEIGHT OF HAPs (STANDALONE)

(Table No. 3)

With 360° Protection		Without 360° Protection	
Minimum HAP area (In M ²)	Maximum weight of HAP (In Kg.)	Minimum HAP area (In M ²)	Maximum weight of HAP (In Kg.)
0.0735 + 0.0359 = 0.1094x2 = 0.2188	(3 x 2) + (1.5 x 2) = 9	0.0735 x 2 = 0.1470	3 x 2 = 6

16. AREA AND WEIGHT OF HAPs + SAPs

(Table No. 4)

Category	Chest Size (In Inch)	Minimum SAP Area (In M ²)	Maximum weight of SAP (In Kg.)	With 360° Protection		Without 360° Protection	
				Minimum HAP area (In M ²)	Maximum weight of HAP (In Kg.)	Minimum HAP area (In M ²)	Maximum weight of HAP (In Kg.)
Standard Size	38 - 40	0.55	1.85	0.0735 + 0.0359 = 0.1094x2 = 0.2188	(2.8 x 2) + (1.4 x 2) = 8.4	0.0735 x 2 = 0.1470	2.8 x 2 = 5.6
Large Size	40-42	0.60	2.00				
Extra Large Size	42-44	0.65	2.15				

17. WEIGHT OF BR JACKET (ICW) with 360° Protection

(Table No. 5)

Category	Maximum weight of SAP (In Kg.)	Maximum weight of HAP (In Kg.)	Maximum weight of Misc. items including carrier & Quick release mechanism (In Kg.)	Maximum Total weight (In Kg.)
Standard Size	1.85	8.4	0.750	11.0
Large Size	2.00	8.4	0.750	11.15
Extra Large Size	2.15	8.4	0.750	11.30

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18. WEIGHT OF BR JACKET (ICW) without 360° Protection

(Table No. 6)

Category	Maximum weight of SAP (In Kg.)	Maximum weight of HAP (In Kg.)	Maximum weight of Misc. items including carrier & Quick release mechanism (In Kg.)	Maximum Total weight (In Kg.)
Standard Size	1.85	5.6	0.750	8.20
Large Size	2.00	5.6	0.750	8.35
Extra Large Size	2.15	5.6	0.750	8.50

19. WEIGHT OF BR JACKET (Standalone)

(Table No. 7)

Category	Maximum weight of HAP (In Kg.)	Maximum weight of Misc. items including carrier (In Kg.)	Maximum Total weight (In Kg.)
With 360° Protection	9.0	0.660	9.66
Without 360° Protection	6.0	0.660	6.66

20. BALLISTIC TESTING CRITERIA FOR BR JACKET IN CONJUNCTION WITH SAP

(Table No. 8)

Test Bullet	Bullet weight (In g)	Reference Velocity (In m/s)	Hits per Armor part at 0° angle of incidence	BFS* Depth Maximum (In mm)	Shots per Panel (front and rear) (In no.)	Shots per Panel (side Plate)
9mm FMJ RN (For testing SAP separately)	7.4 to 8.2	430 ± 15	4+ (2 at 30° and 45° angle)	44 mm	6	-
7.62 x 54 R mm API or equivalent API (For testing SAP + HAP in Conjunction)	10.3 to 10.5	830 ± 15	5	44 mm	5	1

21. BALLISTIC TESTING CRITERIA FOR BR JACKET STANDALONE

(Table No. 9)

Test Bullet	Reference Velocity (In m/s)	Hits / Plate at 0° angle of incidence	BFS* Depth Maximum (In mm)	Shots /Panel (front and rear) (In no.)	Shots / Panel (side Plate)	Max permissible shots / panel (In case of unfair shots)
7.62 x 54 R mm API OR equivalent API	830 ± 15	5	44 mm	5	1	07

Notes: -

- BFS – Back Face Signature on Plasticine.
- Edge to Shot Distance (fifth bullet) - **38mm**, any shot which penetrates within 38 mm distance (Edge to Shot) shall be considered as unfair shot, however, if, any shot which stop within 38 mm distance (Edge to Shot) shall be considered as fair shot. This is applicable for HAP (Standalone) and HAP + SAP (ICW) solutions.
- First, second, third and fourth bullet distance Edge to Shot will be minimum 51 mm and the fifth or last bullet distance Edge to Shot will be 38 mm.**
- Shot to Shot Distance - **51 mm**, any shot which penetrates within 51 mm distance (Shot to Shot) shall be considered as unfair shot, however, if, any shot which stop within 51 mm distance (Shot to Shot) shall be considered as fair shot. This is applicable for HAP (Standalone) and HAP + SAP (ICW) solutions.
- For ballistic testing of SAP (As being used ICW HAP) against 9 mm protection, the protocols mentioned in MHA approved QRs for BR Jacket circulated vide *MHA letter no. IV-24011/27/2013-Prov-I/1934 dated 01.10.2015* shall be followed.
- In case of Ballistic testing of ICW (In Conjunction With (HAP+SAP)) solution, no bullet should penetrate HAP. Under the condition, when bullet penetrates the HAP and stops by the SAP, the sample to be rejected.
- Selected weapon and lot of ammunition, for which reference velocity has been once achieved, will remain the same throughout ballistic testing of all tender samples of various firms.
- Any changes in the Trial directive will only be decided by Technical Evaluation Committee.
- Vendor must declare number of layers and type of material (aerial density of material) used for fabricating Soft Armour Panel and Hard Armour Panel as per original manufacturer of the material. Raw Material Assurance Certificate (RMAC) must be given from original manufacturer in respect of material for SAP and HAP, valid for a period of six months**

22. SPECIFICATIONS FOR OUTER CARRIER

Note:

- 1.

23. OTHER STIPULATIONS

JACKET STYLE : POLICE

SERVICEABILITY : 5 YEARS (SAP & trauma liner)

GUARANTEE : The Outer Carrier shall be guaranteed for a period of 2 years against all manufacturing defects.

HUMIDITY : 95% at 40°C

STORAGE : Normal Room Temp.

24. QUICK RELEASE MECHANISM

The BR Jacket should have quick release mechanism which allows release from the jacket by using one hand (left or right) from the Torso within five seconds. The released jackets stay in one piece so as to reassemble for ready to wear within 30 seconds at night condition by trained users.

25. DYNAMIC WEIGHT DISTRIBUTION SYSTEM (OPTIONAL)

The weight distribution mechanism should be based on external, flexible spine and hip belt that should allow the user to change the ratio of weight load from shoulders to hips – while on the move and without removing the BR Jacket.

Note: The user organizations opted for dynamic weight distribution system may decide the various other parameters considering their functional / operational requirements. The weight of dynamic weight distribution system shall not be included in the weight of BR Jacket as calculated above.

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26. TESTING FACILITIES

Ballistic trials as per the QRs will be held at CFSL, TBRL Chandigarh, Gujarat Science Forensic University or **Any Other Facility** as decided by Technical Evaluation Committee.

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PRICE BID FORMAT

Sl.No.	Description	Unit	Qty	Rate	Amount
1.	Bullet Proof Vests As per technical specifications mentioned in Annexure-I of Tender notice	Nos	50		
2.	Bullet Proof Jackets (full body protection) As per technical specifications mentioned in Annexure-II of Tender notice	Nos	50		
3.	Any other items				
4.	GST %				

Amount in Words _____

Signature of the contractor
(Name & Address)
Seal of the firm

- (1) No cutting/overwriting is allowed. Use of eraser or white fluid for making any correction in the price bid is strictly prohibited. Tender may be rejected for this
- (2) reason.

