

OFFICE OF THE
DIRECTOR GENERAL OF POLICE
HIMACHAL PRADESH ,SHIMLA-171002
(Tel No. 0177-2621714,2621796, Fax- 0177-2626945)
(E-mail- police-statecr-hp@nic.in)

“TENDER NOTICE”

Sealed Tenders are invited from manufacturers or authorized dealers for supply of items of various communication, Training and Police Station Equipments. Tender document indicating the list of items, specifications and other conditions for Tenderers/bidders can be obtained from P&L Branch, Police Headquarters, Nigam Vihar, Shimla-2, (H.P.) on any working day on or after **after 27-1-2017 between 10 A.M. to 5 P.M.** by depositing Rs.500/- (non refundable) as Tender Form price either in cash or by Bank Draft shape in the name of Drawing & Disbursing officer, PHQ, Shimla-02. The complete Tender documents set can also be downloaded from Himachal Pradesh Police website www.hppolice.gov.in. The tenderer who downloads the tender document from website will have to deposit Tender fee of Rs.500/- by Bank Draft shape in the name of Drawing & Disbursing officer, PHQ, Shimla-02 in the technical bid envelope. Any change/modification in the tender enquiry will be intimated through above website only. Bidders are therefore, requested to visit our websites regularly to keep themselves updated.

2. The Tenders alongwith samples of quoted items with lab test reports wherever applicable and other required document mentioned in the Tender and instructions will be received on or **before 20-02-2018 upto 11.00 A.M.** at Reception Counter in the office of the Director General of Police, Nigam Vihar, Shimla-2 which will be put in locked box and the key of the box will be kept in the custody of the Assistant Inspector General of Police, Police Headquarters.

3. The tender shall be opened on **20-02-2018 at 12.00 noon in PHQ, Shimla-2** in the presence of all tenderers or their authorized representatives who wish to be present. The tenders should be accompanied with the earnest money as per rates shown at **Annexure-I** of the Tender Form set (**Tender Form consists of Schedule-A, Part-I ,Annexure-I ,Part-II , Annexure-II,Annexure-III and Schedule-B from page No. 2 to 30 which includes details of tender document**), in the form of FDR duly pledged in the name of the Drawing & Disbursing Officer, Police Headquarters, Nigam Vihar, Shimla-02. The tenders received without earnest money and other required documents shall be rejected and treated as invalid. The Tenders received after due date and time will not be accepted. The Director General of Police, H.P. or the Chairman Central Departmental Purchase Committee reserves the right to accept or reject any or all of the tenders without assigning any reason.

FOR DIRECTOR GENERAL OF POLICE,
HIMACHAL PRADESH,SHIMLA-2

BEFORE FILLING UP THIS SCHEDULE THE TENDERERS/BIDDERS ARE REQUESTED TO GO THROUGH THE INSTRUCTIONS CAREFULLY GIVEN IN THE TENDERS DETAILED IN ANNEXURE-II AND CONDITIONS OF CONTRACT (SCHEDULE-B) ALONG WITH THE OTHER CONDITIONS OF THE N.I.T.

Tender Notice No.&Date : PL-1 (Purchase-CDPC)-2016-17 dated 27-01-2018
 Date and time of receipt of Tender : on or before 20-02-2018 upto 11.00AM
 Date and time of opening : On 20-02-2018 at 12.00 Noon.
 Price of Tender Form Set : Rs. 500/-

SCHEDULE-A

**PART-I
 TECHNICAL BID**

**LIST WITH SPECIFICATIONS OF EQUIPMENTS APPROVED UNDER SECTOR COMMUNICATION
 /TRAINING/POLICE STATION EQUIPMENTS TO BE PURCHASED THROUGH OPEN TENDER**

Sr.	Item	Qty.	Features & Technical Specification of the Item	Quoted for proposed item or not (Yes or No)	Whether offered specifications match with Col-4 or not. Deviation in specifications if any with reasons.
	Communication Equipments				
1	Wide Band Radio Monitoring Receiver alongwith accessories	02	1. Software Defined Radio architecture		
			2. Wide frequency Range from VLF to SHF		
			3. Software Defined VHF/UHF receiver on a PCI bus card		
			4. There should be provision for connecting the SDR receiver on any desktop computer. Minimum PC Specs : CPU i5, RAM-4GB, HDD 500 GB , TFT 18.5", DVD RW Drive for easy archiving of recordings, embeded sound card, One PCI Slot, windows 8.1/10 prof., speaker 2.0 and Head Set. (Reputed make & model)		
			5. Should have built in S-Meter showing the received signal levels in dBm, μ V or S- Units, down to the -140 dB noise floor.		
			6. Should have spectrum Analysers		
			7. Frequency Range 2.00 Mhz to 1.5 GHz		
			8. Tuning Resolution=1 Hz		
			9. Image/ Spurious Rejection- 60 db type		
			10. IP3 =0dbm @ 20KHz		
			11. Scanning Speed =50 Channels		

			12. Intermediate frequencies (IF1 =109.65 Mhz and IF2 =12 KHz)		
			13. Frequency Stability = + 10 ppm (0 to 60 C)		
			14. Mode = AM,LSB,USB,CW,FM		
			Wide Band Surveillance Antenna System		
			1. Frequency Range- 2.0 Mhz to 1500 Mhz		
			2. Gain -2.4 dBi typ. (VHF/UHF Bands)		
			3. Max transmitting Power- 300 W		
			4. RF Cable 30 meters-RG-217		
			5. Impedance- 50Ohm		
			6. VSWR – less than 1.5		
			7. Polarisation-Vertical		
			8. Connectors-UHF		
			9. Operating Temperature -30 degree to 60 degree		
			10. Mounting Tube Diameter- 25 mm (1")		
			11. Wind Speed- Max 112 mPH (180 Km/Hour)		
2	Frequency Counter alongwith accessories	05	1. Frequency range of 1 Hz to 3.4 GHz		
			2. Two Separate Channels for Low & High frequencies		
			3. 10 digit display		
			4. USB & RS 232 interface		
			5. Low pass filter for noisy low frequencies (100 KHz)		
			6. AC/DC Coupling		
			7. Attenuator (X1 to X10)		
			TECHNICAL SPECIFICATIONS		
			1. Out put Range- 1Hz -3.4 GHz		
			2. Input A- 0.0.001 Hz to 200 MHz		
			3. Input B- Upto 3 GHz		
			4. Time Base Accuracy- Equal to or better than 5X10 raised to the power -8		
			5. Period- 5ns-1000s		
			6. Pulse width - 50ns-1000s		
			7. Duty Cycle- 1%-99%		
			8. Input Impedance- 1M Ω /35 pF or 50 Ω		
			9. Maximum Input Power- 230 V,A.C \pm 10%,50Hz		
			10.Attenuator- X1 & X10		
			11. Display- 10 Digits		
			12. Ageing Rate- 100ppm/day		
			13. Trigger Level - 5 v TO 5 v STEP 5 Mv		
			14. Interface- USB/RS-232		
			15. Standard Accessories- Instruction Manual =1 No BNC(M) to BNC (M) Cable= 1 No N (M) to BNC (M) Connector= 1 No Battery Jack Cable = 1 No Main Cord = 1 No		
			16. OEM Certification- ISO 9001, ISO14001 & OHSAS18001		

3	Portable Generator Set 2 KVA of Branded Company	10	Features 1. Portable apprx. weight 90 Kg.		
			2. Low noise/silent		
			3. Petrol start and run		
			4. Pollution free or as per Pollution control board norms.		
			TECHNICAL SPECIFICATIONS		
			1. AC Out put - Voltage = 230V Frequency =50 Hz Current = 7.8 A Max. output = 2 KVA		
			2.Engine- Self starter and Recoil Starter		
			3. Engine Type- 4-stroke and single Cylinder		
			4. Capacity fuel tank - 9L to 10 L		
			5. OEM Certification - ISO9001		
4	EPIP Tent	05	Specification Number IND/TC/2561 9b) read with IS: 7609-1988 (Reaffirmed 2005) with the following changes :- i) Outer layer of outer fly shall be made of Cotton Fabric Dyed Vat OG Water repellent to specification No.- IS : 2422-85,amdt 1 to 3 (re affirmed 2004) in lieu of cloth cotton Dosuti OG Material No-01 of Table -1 under the list of materials of specification No.-IND/TC/2561 (b). ii) Rope Cotton H/L 8 mm Dia OG rot proofed as per IS:2452:85 (Reaffirmed 2001) in lieu of Rope polypropylene H/L 6 mm dia. Material No-11 of Table-1 under the list of materials of specifications No.- IND/TC/2561 (b). iii) Rope Cotton H/L 12 mm dia OG rot proofed as per IS IS: 2452:85 (Reaffirmed 2001) in lieu of rope polypropylene H/L 6 mm dia. Material No.-12 of Table -1 under the list of material of specifications No.- IND/TC/2561 (b). iv) Rope Cotton H/L 16mm dia OG rot proofed as per IS :-2452:85 (Reaffirmed 2001) in lieu of rope polypropylene H/L 8 mm dia. Material No-13 of of Table-1 under the list of materials of specifications No.- IND/TC/2561 (b). v) Quilting on outer fly shall be done by machine only at the places where strengthening vertical Niwars are placed between the folds of cloths. vi) Tent runner large as per IND/GS/762 in lieu of tent runner small of material No-20 of table-1 under the list of materials of specifications No.- IND/TC/2561 (b). vii) Tent Private MK-3- Accessories-		

			<p>conforming to following specifications-</p> <p>a) Tent Pole upright No.-10 to IS: 7344-1974,amdt No. 1 &2, (Reaffirmed 2005) and supplementary specifications NoC.IGS/SS/187 (c)</p> <p>b) Tent Pole Standing No-03</p> <p>c) Wooden Tent mallet large: to IS-2922-1975,amdt-1, (reaffirmed 2002)- quantity-01 No</p> <p>d) Salitah large for tent to JSS:8340-18. Quantity-01 No</p> <p>e) Wooden tent pins medium to IS :2133-83 (reaffirmed 2005) – 28 Nos.</p> <p>f) Wooden Tent pins large to IS:2133-83 (Reaffirmed 2005) Quantity-28 Nos.</p> <p>g) Tent Private MK-3 Disc to IS :6641:85, amdt-1, (reaffirmed-2005)-quantity-01 No</p> <p>h) Bag Walls small for tents as per JSS-3:37:01, Quantity-1 No</p> <p>i) Bag Pin Tents to JSS :3:37 :01- Quantity-02 Nos</p> <p>j) Canvas jute to be used in the manufacturing of bags and salitah shall conform to IS: 7609 : 1988 (reaffirmed 2005)</p>		
5	Tent 80 Kg Vat OG	10	<p>Specification No. IND/TC/2234 (C) read with IS:7609-1988 (reaffirmed 2005) with the following changes :-</p> <p>i) Outer layer of outer fly and hood shall be made of cotton fabric dyed vat OG water repellent to specification No- IS : 2422-85, amdt No-1 to 3, (reaffirmed 2004)</p> <p>ii) Cotton Ropes H/L 10mm dia. OG, rot proof as per IS:2452-85 (reaffirmed 2001) shall be used in place of polypropylene rope H/L 6 mm dia.OG.</p> <p>iii) Quilting on outer fly shall be done only at the places where strengthening vertical Niwars are placed between folds of cloths.</p> <p>iv) Tent 80 Kg Vat OG. Accessories conforming to the following specifications</p> <p>a) Tent Pole ridges No-6 to IS:7344-74 , amdt No. 1 &2 (reaffirmed 2005) and supplementary specification No. C. IGS/SS/107 (C) Quantity- 2 Nos</p> <p>b) Tent pole standing No-13 to IS : 7344-74, amdt No. 1 &2, (reaffirmed-2005) and supplementary specifications No. IGS/SS/187 (c) –Qty- 03 Nos. c) Wooden tent mallet Medium to IS:2922-1975,amd.No. 1 (Reaffirmed 2002). Qnty-01 No.d) Salitah Medium MK-2 for Tent to JSS : 8340-2 Qnty- 2 No.e) Wooden Tent pins Medium to IS :2133-83 Type-1 (Reaffirmed 2005) qty-23 Nos.</p> <p>f) Bags Poles & pins for tents to JSS :3:37:00 qty-01 No</p>		

			g) Pins iron for tents to IND/GS/526 (c) qty-16 Nos.. h) Canvas Jute to be used in the manufacturing of bags and salitha shall conform to IS :7609 :1988 (Reaffirmed 2005) .						
6	GPS Hand Held	03	General 1. Physical dimensions WxHxD- 2.9" x 5.7" x 1.4" 2. Display size, WxH- 2"W x 3.5"H 3. Display resolution, WxH- 272 x 480 pixels 4. Display type- bright, transfective 65k color TFT, dual-orientation touch screen; sunlight readable Touch screen 5. Weight- 289 g 6. Battery- Rechargeable lithium-ion and/or 3 AA batteries (NiMH or Lithium) 7. Battery life- up to 16 hours (lithium-ion); up to 22 hours (AA batteries) 8. Water rating- yes (IPX7) 9. High-sensitivity receiver- Yes 10. Interface for PC etc.- high-speed USB 11. Camera- Yes 8 megapixel 12. Altimeter- Yes 13. Electronic compass- Yes (tilt-compensated 3-axis) 14. Unit-to-unit transfer (shares data wirelessly with similar units)- Yes						
			Maps & Memory 1. Map - Inbuilt worldwide base map 2. Ability to add maps- Yes 3. Built-in memory- 4 GB or better 4. Memory cards- Slot for microSD card should be available 5. Waypoints/favorites/locations- 4000 6. Routes- 200 or above 7. Track log- 10,000 points, 200 saved tracks						
			OUT DOOR FEATURES 1. Automatic routing (turn by turn routing on roads)- Yes 2. Custom maps compatible- Yes 3. Sun and moon information- Yes 4. Area calculation- Yes 5. Picture viewer- Yes						
7	BP Morcha	05	1. Assembling -Should be conveniently and dismantled. 2. Handling -Two carrying handles should be provided convenient handling. 3. Dimensions :-						
			<table border="1"> <tr> <td></td> <td>Left plate Small/Lar</td> <td>Centre Plate</td> <td>Right Plate</td> </tr> </table>		Left plate Small/Lar	Centre Plate	Right Plate		
	Left plate Small/Lar	Centre Plate	Right Plate						

			ge	Small/Large	Small/Large			
			Height	1200 mm/1900mm	1200 mm /1900mm	1200 mm/1900 mm		
			Width	700 mm/750 mm	700 mm/750 mm	700 mm/750 mm		
			Tolerance +_ 5mm shall be acceptable in height & width .					
			<p>4. Firing port -Each Plates should have one firing port window of size 175+_5 mm x 125+_5 mm with adequate overlapping BP sliding shutter from inner side. The height of the firing port shall be defined by the user.</p> <p>5. Fitments -</p> <p>i) All fitments in the Morcha should be done in such a way that the properties of BP Steel are not affected.</p> <p>ii) The joints shall be tested for its BP property irrespective of the distance of such joints from the edges.</p> <p>iii) There should be no gap between the sheets in assembled condition of Morcha.</p> <p>6. Weight of Morcha -Weight of BP Mobile Morcha consisting all the three plates with all fitments should not be more than 152 kgs for small Morcha and 260 kgs for large Morcha.</p> <p>7. Colour-Colour of the BP Mobile Morcha should be green /Disruptive/ Camouflage pattern /as per user requirement.</p> <p>8. Locking arrangements-Each plates of the BP Mobile Morcha should have convenient locking arrangements for assembling and unlocking arrangement for dismantling.</p> <p>9. Protection level - Each plates should provide following protection level at 90 degree angle:-</p> <p>i) 6 shots from SLR (7.62mm x 51 mm) at a distance of 10 mtrs.</p> <p>ii) 6 shots from AK-47 (7.62 mm x 39 mm) at a distance of 10 mtrs.</p> <p>Notes :- Minimum distance between shots should not be less than 20 mm. The distance of shots from edges should not be less than 30 mm.</p> <p>10. Replacement -Whenever the BP Morcha is fired upon and the port shutter gets damaged , the replacement should be</p>					

		possible. 11. Provision of Wheels -There should be a provision to attach /detach wheels as per tactical requirement of the user. 12. Inspection of the item on- supply- 1% of the total store shall be required to be provided in addition with the bulk supply without any additional cost for carrying out ballistic trial.		
		TECHNICAL SPECIFICATION OF BP MORCHA		
		1.The Mobile Morcha can provide ballistic resistance against SLR and Ak-47 ammunitions, 7.62 caliber and also provide Fragmentation resistance.		
		2.The three panels, which make up the Mobile Morcha are made of lightweight polymer based composites ceramic armour. They are made in conformance with NIJ Standard 018.01, issued by US Department of Justice and is universally accepted.		
		3. Drawing no D 18 00 0000 (sheets 1 & 2) give the details of the mobile Morcha both in Transportation mode and in Deployment mode. As can be seen in the drawing , the three panels are placed one over the other in the Transportation mode and 4 Nos. of Chain links and nos. of swivel locks interconnect the three panels preventing the panels from sliding away from each other Spring –loaded latches connect the chain link to the panel interface. Spacer bushes provided in between then panel prevent the panels from rubbing on each other and also provided protection to the panels when placed on plain ground. Tubular steel handle pieces are introduced in the chain links for the persons to easily lift the panels assembly on both the sides of the assembly.		
		4.Deployment is done by removing the spring loaded latch from panel 3 and panel 1 making the panels vertical and positioning Panel 3 & panel 1in the maintain the deployment position on the ground until the operation is over. The entire operation can be done in a few minutes after familiarization.		
		5.In the Deployment mode, the three		

			panels are locked in position as a total system & the panel assembly is fixed in position. Removal of then three panels from one another and folding them back to transportation Mode is exactly the reversal of the Deployment mode.		
			6.Expect for the chain links and embedment, which control the angle of deployment, no other metallic items are used in the design. The ballistic protection area is completely non-metallic and will not develop ricochet effect.		
			7.Sliding windows are provided in each of the panels. From these windows, offensive action can be taken.		
			8.By virtue of the materials used in the Morcha being non-metallic in nature, the Mobile Morcha is non-heat absorbing and is thermally insulating in nature. Also, being non-metallic, the Morcha offers less scope for inferred surveillance detection.		
			9.The design of the Morcha enables a new ballistic panel to be introduced in to the existing frame, in case the existing panels are shot at & need refurbishing.		
			10.The density of ballistic panels is 40 Kg/sqm. (Nominal) with panel dimension of 1200 x 700 mm with a nominal weight of ballistic component being 96 kgs.		
8	Safety Jacket	400	<ol style="list-style-type: none"> 1. Safety Jacket should be very lightweight, tough durable and provide body protection against stone, projectile adequate. 2. Should be readily/easily put on & adjustable. 3. The suit system should offer an optimal fit for end-user. That system readily and easily adjustable to accommodate the specific body shape of different sizes. The system is ideally sized to fit the range of body shapes and types that wear this suit. 4. To reinforce all the layers and edges of all the parts of safety jacket should be bound at the edges with a polyester/ nylon tape. 5. Color Black Material to be used:- a) Sweat absorbing warp knitted mesh spacer fabric made of polyester/nylon (220 gsm =/-) inner side. 		

			<p>b) Minimum 3mm soft plastic board of PE Polyethylene/pp propylene) in front and back</p> <p>c) Minimum 4 mm HD foam</p> <p>d) The upper cloth should be polyester/nylone with min 250 gsm and it should be water resistant.</p>		
09	Helmet with Visor	400	<p>1. Helmet Dimensions with tolerance. - L x W x H-335x256x237 mm(Tolerance +/- 2mm.</p> <p>2.Weight with tolerance-1100gm +/- 20 gms.</p> <p>3. Capacity with tolerance`-N/A</p> <p>4. Identification marks/ -marking. SB-41Sparkle with brand name Steel bird.</p> <p>5. Design- Helmet full face with visor (ISI approved) .</p> <p>6. Technical data with details of active Ingredients used in the item. a (composition /Active Ingredients . b (Raw material/fillers).- ABS shell , High Density thermocal laminated PU foam , Polyester strap with buckle and Polycarbonate hard coated visor.</p> <p>7. Colour- Natural Black</p> <p>8. ISI Specification Number (attach ISI copy)- IS-4151-1993cm/L-9456795.</p> <p>9. Part and their specifications.- As per IS.4151-1993.</p> <p>10. Life-Cycle/Shelf life/ warranty.- Six month against any manufacturing defects after receipt of store at your depot.</p> <p>11. Packing type and specifications - Three ply corrugated printed cartoon for single packing and five ply cartoon for master pack of twelve helmet.</p> <p>12. Storage Instructions - Normal storage with proper ventilated area. Avoid stacking of more than ten boxed.</p> <p>13. Transportation Instructions - five ply master pack suitable rail road transportation</p> <p>14. Criteria to déclassé the item as "SECONDS" at the factory level.- NO seconds are marketed. Stores are checked at every stage and rectified if feasible.</p> <p>15. Criteria to déclassé the item as 'REJECT' at the factory level. - Any store not meeting company standards are rejected & destroyed It not rectified.</p> <p>16. Criteria while carrying out visual inspection (Finish and workmanship). -</p>		

			100 % visual check at every stage starting with raw materials, Shell, fitting & finishing product. 17. Any other details.-USB is attached.		
10	Poly Carbonate Shield	308	Raw material:- <ul style="list-style-type: none"> • Engineering grade polycarbonate or any other technically proven superior material. • Provides excellent protection against bricks batting stone pelting Molotov cocktails, chains, acids , iron , rod/cane attack. • Light weight, Scratch proof, durable and transparent. • Improved consistency in thickness and enhanced strength . • Thick ribs all along the edges for higher structural strength. • Vision area of shield so shaped as to avoid scratches during handling. • Cushioned/comfortable arm rest for comfort and longevity. • High impact resistance. 		
			TECHNICAL DATA		
			Shape- Rectangular or any other proven better shape. Length -910 mm to 1000 mm. Weight -Less than 3.4 Kg Breadth (Flat)-580mm ± 20mm or any other proven better shape Breadth Concave- 620 mm ±10 mm or any other proven better shape Thickness-3.0mm ± 0.5mm. Material -Transparent / scratch proof. PC(polycarbonate) virgin grade and not recycled.Edges well secured and covered by durable band/ elbows. Raw Material -Engineering grade Polycarbonate. Provide complete protection against brick batting, Stone pelting, iron rod/cane attack, Molotov cocktails, acids. Thick ribs all along the edges for higher structural strength. Cushioned arm rest to provide comfort in long use i.e to have solid strap, Handle and pad to better grip. High impact resistance.		
11	Led Torch (Re-chareable)	100	Features: * User friendly, High precision, Impeccable functionality. Specifications: Light Source: LED, High/Low Batteries: 2 AA Alkaline or rechargeable . <ul style="list-style-type: none"> • Voltage: 3 • Length: 6.43” (16.3 cm) 		

			<ul style="list-style-type: none"> • Weight: 0.14 Kg (w/o battery), 0.18 Kg (with battery) • Light Output: High 106 Lumens & Low 13 Lumens • Battery run time: High 3h 45m & Low 41h 15m • Beam Distance: High 158m Low 52 • Peak Beam Intensity: High 6238 CD Low 684 (Candela) <p>Water Resistant: IPx4.</p>		
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- Note:-**
1. Tenderers/Bidders are required to produce the samples of all the items, Catalogues, Manufacturer Certificate of items, where applicable/required and other documents as mentioned in the Tender Form and Instructions. Any query, may be referred to the Chairman of the Departmental Purchase Committee, PHQ- Nigam Vihar, Shimla, Himachal Pradesh.
 2. Lab Test Reports from Govt. Authorised labs. are required for the items where applicable.

TERMS AND CONDITIONS:

Note: 1.(i) Technical bid and financial bid are required to be submitted in separate sealed envelopes and separate covers, duly super-scribed. Both these sealed covered envelopes shall be put in a bigger cover which shall also be sealed and duly super-scribed as **“TENDER FOR TRAINING, COMMUNICATION AND POLICE STATION EQUIPMENT”**. The technical bids shall be opened by the Department in the first instance and evaluated by a committee constituted by the Head of the Department. The financial bid envelope should only contain the Part-II – Financial bid. Remaining all documents are to be kept in the Technical Bid envelope.

Note: Seal means sealed with lac with the impression of company/ firms seal.

- (ii) At the second stage, financial bids only of the technically acceptable offers shall be opened for further evaluation and ranking before awarding the contract.
- (iii) The bids received after the date and time specified for their receipt shall not be considered.
- (iv) Non submission of required original documents with tender document would result in rejection bid during bid opening.

3. In case of an authorized dealer, latest original copies (not more than one month old) of authorization from the principal manufacturer must be attached with the tender indicating the authorisation itemwise.

4. Latest attested copy of manufacturing proof of the principal manufacturers should be enclosed.

5. All the Industrial units of Himachal Pradesh registered with the State Store Purchase Organization and the industrial units registered with the DGS&D or NSIC will be supplied tender forms free of cost for such items for which they are registered with them on the production of attested copy of valid registration certificate.

6. Latest test reports in respect of the items where applicable/required must be sealed with remnant of the tested samples. Test reports must be from Test House recognized by State/Central Government/ NABL accredited labs. The Lab report validity will be considered as six month from the date of test of sample.

7. The Department has the right to go for second opinion of test report.

8. Samples should be sealed & enclosed for each item. Samples of approved quality/ material/pattern and which fulfill technical requirement shall be considered. The rates should be quoted both in figures and words.

9. Lab Test report should specify that the tested samples conform to the relevant ISI specification code. A portion from the sample provided to the committee for approval should be tested and sealed with the test report and the original sample.

10. The Director General of Police, H.P./Chairman, of Purchase Committee reserves the right of rejection/approval of all or any of the tender.

NOTE:

1. ***The tenderer/Bidders must furnish/submit the documents as mentioned/specified in the tender documents along with the tender. No opportunity/communication will be made after the opening of tenders/bids, if any document is found short/incomplete. The tender shall be rejected straightway without any further correspondence.***
2. ***All the documents are required to be self attested duly signed and stamped by the person authorized to submit the tender.***

Name, Address & Signature of the tenderer

ANNEXURE-I

Sr.No	Name of item	Approx. Supply (In Nos)	Approx. Value of Col-3 including all taxes (in Rs.)	Earnest money	Security money
1	2	3	4	5	6
1				As per terms mentioned at Sr. No. 1 hereunder	As per terms mentioned at Sr. No. 1(IV) hereunder
2					
3					
4					
5					
6					
7					
8					
9					
10					

1. (i) The amount of earnest money shall be deposited by the tenderer/bidder with their tenders, which may be regulated in following manner:-

Sr.No.	Amount of Purchase Value of Rate Contract/tender	Earnest Money
1	Rs.2 lacs to 5 lacs	Rs.10,000/-
2.	Above Rs.5 lacs to 10 lacs	Rs.25,000/-
3.	Above Rs.10 lacs to 50 lacs	Rs.50,000/-
4.	Above Rs.50 lacs to 1crore	Rs.2,50,000/-
5.	Above Rs.1 crore	Rs.5,00,000/-

Note: The minimum amount of earnest money will not be less than Rs.10000/- in any case except as provided under sub rule (iii).

However, as and when the name of a firm is included in the approved list of contractors and it deposits the appropriate permanent earnest money, the condition of depositing earnest money along with the tenders would not apply. Registered local Micro & small scale enterprises, which are also registered with the State Store Purchase Organization, shall be exempted from the deposit of permanent earnest money and also earnest money along with the tenders for such items. Similarly small scale industrial units registered with the D.G.S.&D or N.S.I.C. shall also be exempted from the deposit of earnest money along with the tenders for such items for which they are registered with the D.G.S.&D or N.S.I.C. Himachal Pradesh. State Government undertakings and the Government of India Undertakings shall also be exempted from the deposit of earnest money along with the tenders.

(ii) When big firms do not comply with this requirement or certify that they have already deposited the security with the Director General of Supplies and Disposals or are registered with the department, the question of foregoing the earnest money or of asking the firms to deposit it immediately may be gone into in individual cases. Tenders of big firms should not be rejected merely because they do not deposit earnest money along with the tenders. The officer competent to accept the tender shall be competent to waive off this condition.

(iii) When quotations are invited for supply of stores valuing less than Rs.10,000 the tenderers/bidders shall not ordinarily be required to furnish earnest money if the authority inviting the quotations is satisfied as to the financial position of the firm.

(iv) The local registered enterprises which are also registered with the Store Purchase Organization are exempted from depositing security amount while entering into rate contract with them. The other firms / stockiest shall deposit the amount of security money and be regulated in the following manner, while entering into rate contract with firms:-

Sr.No.	Amount of Estimate Value of Rate Contract/Tender	Performance security
1	Rs.2 lacs to 5 lacs	Rs.10,000/-
2	Above Rs.5 lacs to 10 lacs	Rs.25,000/-
3.	Above Rs.10 lacs to 50 lacs	Rs.70,000/-
4.	Above 50 lacs to 1crore	Rs.5,00,000/-
5.	Above Rs.1 crore	Rs.10,00,000

Note: The minimum amount of security money shall not be less than Rs.10000/- in any Case.

2. The Tenders should be accompanied with the earnest money in the form of F.D.R. duly pledged in the name of the Drawing & Disbursing Officer, Police Headquarters, Nigam Vihar, Shimla.

3. The F.D.R. of security money shall be enclosed by the successful tenderers/bidders at the time of agreement with Police Department.

4. The F.D.Rs should be rounded off to next stage as convenient to the Banks.

.....

1. **Following documents should be attached with tender along with the Sample of the items :-**

Sr	Description of Documents	Page No. of Your Bid	Remarks/ Compliance
1	Tender documents complete duly sealed and signed but without indicating the rates in Tech Bid Envelope.		
2	Envelope containing Tender Fee (Rs. 500/-) super scribed with title "Tender Fee", if the Tender not obtained from PHQ on payment of Cash.		
3	Envelope containing Earnest Money Deposit (EMD) super scribed with title. (E.M.D.) EMD to be submitted as per Annexure-I		
4	Copy of registration certificate with store purchase orgn. of HP/ DGS&D/ NSIC, if any.		
5	Original technical literature or brochure of the offered Make & Model.		
6	Copies of supply orders received by the firm from CAPF/Police organization/ PSU/Govt./Semi Govt. organization for the quoted model if any.		
7	Copy of Lab Test Report for offered model only from the ILAC (International Laboratory Accreditation Cooperation)/ NABL (National Accreditation Board for Testing and Calibration Laboratory)/ Govt. of India approved Test Laboratory (whichever & wherever required)		
8	Whether clause by clause compliance of technical specification furnished as mentioned in Part-I Technical Bid Form.		
9	Copy of FOR, terms, delivery period quoted.		
10	Certification of Authorized Dealer issued by OEM (itemwise authorisation is required)		
11	Copy of sales tax clearance certificate.		
12	Copy of Tax Identification No. (TIN) duly attested by Govt. Officer		
13	Financial bid with seal & signature and dully filled up (in Financial bid envelope)		
14	Certificate of Rates (as per Annexure-III)		

2. (i) As per Store Purchase Rules 22 (i)(1), Purchase Preference:- Purchase preference means the preference to Local Micro and Small Scale units in which while placing orders purchase preference shall be given to local manufacturers and at least 25% of the total orders shall be placed with them on lowest approved rates, wherever applicable provided such products meet the required quality standards.
- (ii) Provided that the minimum purchases from local manufacturers as provided in the Store Purchase Rules 22 (i)(1) above shall not be applicable in respect of items which in the opinion of the Head of Department is an item of sophisticated nature and high technology and precision standards.
- (iii) Provided further, where it is not possible to procure at least 25% from the local manufacturers, the Head of Department for reasons to be recorded in writing may purchase from other firms on rate contract .
- (iv) Preference may be given to Original Equipment Manufacturer (OEM).

3. The rates should be quoted exclusive of VAT/CST, Excise duty and any other levies/taxes. Rates of VAT/CST/GST, Excise duty and any other levies/taxes applicable at the time of tendering may be mentioned

separately. Rates, Taxes etc should be shown only in above columns against each item. There should be no over-writing in rates and units. All the columns should be filled up carefully after perusal of **Annexure-II**.

4. Samples of approved quality/material/pattern which fulfills technical requirement as well as reasonable on rates shall be considered.

5. Every page of the tenders and enclosed documents should be signed and stamped by the tenderers/bidders.

Name Address & signature of the tenderer

POLICE DEPARTMENT HIMACHAL PRADESH

ANNEXURE-II

(INSTRUCTIONS TO TENDERERS/BIDDERS)

1. Tenders must be sent in a properly sealed (*sealed with lac with the impression of company /firm's seal*) envelopes addressed to the Director General of Police, Himachal Pradesh, Shimla-171002, by designation and not by name. The quotations must be super scribed "**Tenders for the supply of Training, Police Station and Communication Equipment**". The quotations must reach the Director General of Police, H.P. Shimla-171002 on or before 20-02-2018 upto 11.00 AM as mentioned in the tender notice.
2. The tenders being submitted by a firm must be signed separately by each member thereof, in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so or in the case of a company the quotations should be executed in the manner laid down in the said company's articles of association. The signature on the quotations shall be deemed to be authorized signature. All the documents shall be properly signed.
3. All the columns of the quotations form shall be duly properly and exhaustively filled in the rates and units and shall not be over written. Tender shall always be both in the figures and words. The words "**No Tenders**" should be written against any of the items in the schedule for which a tenderer/bidder does not wish to tender. **Any omission in filling the columns of units and rates may debar a tenderer/bidder from being considered. All corrections must be signed by the Tenderer/bidder.**
4. Samples must be sent of all items quoted for wherever required **and specifically mentioned in the Schedule "A"**. Such samples must be submitted and delivered in person or through their authorized representative in the Office of the Director General of Police, Nigam Vihar, Himachal Pradesh, Shimla-171002. Sample should bear a sealed label marked with the tenderers/bidder name and address and reference to the item No. in schedule. All instructions regarding the sample specified in the notice should be compliedwith. The samples of Firms other than L-1 shall be removed on a date to be specified by the Director General of Police, H.P. Shimla-2, failing which the samples will become the property of Government and no claim thereof will be considered. Loss of samples or damage or wear and tear or injury by testing, exposure, experiment etc. shall be no ground for compensation in any form. Similarly, the successful bidder rated as L-1 by the committee put on contract shall remove their samples deposited against the contract after 90 days and before 120 days of the expiry of the contract where-after the same shall become the property of the Government and will be disposed off under order of *Director General of Police, H.P. or Chairman Purchase Committee*, in such manner as they may decide without giving any notice to the contractors.
5. The Tenders must be accompanied with earnest money shown at col. No. 5 of Annexure "I" in the shape of FDR duly pledged in favour of DDO. PHQ, Nigam Vihar HP, Shimla. The tenders of the firms who have deposited permanent earnest money or registered with the Controller of Stores, H.P. as local manufactures need not to deposit this amount and in such cases the tenderers/bidders must send attested copy of the registration certificate. Similarly, small scale Industrial Units registered with the DGS&D or NSIC, are exempted from the deposit of earnest money along with the tenders for such items for which they have the requisite certificate and

must send the attested copy of the same. Performance security as shown in Annexure-I shall be obtained from the successful tenderer/bidder on the award of the contract in the shape of FDR duly pledged in favour of DDO, PHQ, Nigam Vihar, HP. Shimla.

6. **The tender must be accompanied by General Sales Tax, Central Sales Tax clearance certificates showing the clearance of tax upto 31st March of the preceding year.** Tenderers/bidders who enclose current registration certificate of Himachal Pradesh Store Purchase Organization need not enclose these certificates. However, the Govt. of India/ Himachal Pradesh Govt. undertakings and such tenderers holding current valid registration with the DGS&D and also small scale Industrial Units registered with the National Small Industries Corporation will be exempted from furnishing such clearance certificates. Local Industrial Units who attached with the tender an attested copy of the permanent registration certificate issued by the General Manager, District Industries Centre concerned will also be exempted from furnishing such clearance certificate but will have to submit no dues certificate from the concerned General Manager, DIC.

7. Prices should be firm, validity of rates must not be less than 180 days where the period of validity is specifically mentioned as 180 days or more and the tenderers does not send any intimation by a registered post after expiry of such specified period, the validity of rates shall be deemed to have been extended till the date of issue of telegram/letter of acceptance in favour of tenderer. The time limit of price validity of 180 days will be taken in to account from the date supply order.

8. The Director General of Police, Himachal Pradesh/Chairman Purchase Committee reserves the right of rejection/approval of all or any of the tender(s) without assigning any reasons thereto and reserves the right to negotiate with lowest tenderer/bidder in case the price quoted by him are highly excessive as compared to prevalent price justification, the negotiation with the lowest tenderer/bidder shall be done. If the negotiation with lowest tenderer/bidder fails to result in an acceptable contract, Procurement Entity may proceed to hold negotiation with the next ranked tenderer/bidder and so on as per provisions laid down in 109 sub point (K) of HPFR, 2009.

9. In Rules 22(i)(2) Parallel Rate Contract is a rate contract with local units on the lowest approved rates provided the product fulfill the technical requirement. Further, a Parallel contract will be entered into by the officers concluding the contract under the following circumstances only:-

- a) If the unit had taken part in the original tender and the contract unit is unable to make full supply, at its own level, without prior approval of the Government by recording in writing the reasons.
- b) If the unit had not taken part in the tender having come into production after the tender was opened and the rate contract finalized only with the prior approval of the Government.
- c) If any firm/firms (local unit) manufacture some more items at a later stage (i.e. after opening of the tenders) such firms may also be considered for the award of parallel rate contract with the **prior approval of the Government.**
Provided the samples of the items to be brought on parallel rate contract may be got approved from the Director General of Police, HP/Chairman Departmental Purchase Committee before the award of the Contract.
- d) In the case of ISI products, if the unit which have taken part in the tender was not in possession of the ISI certificate at the time of opening of tenders, may also be awarded parallel contract at its request if the unit produces ISI certificate after finalization of tender and issue of contract by the Director General of Police, H.P. / Chairman Departmental Purchase Committee.

10. No tender will be considered unless and until all the documents are properly signed.
11. The tender will be regarded as constituting an offer or offers open to acceptance on whole or in part or parts at the discretion of Chairman Purchase Committee, up to 180 days from the date of acceptance of tender or is extendable.
12. In the event of tender being accepted, the quotations will be converted into a contract which will be governed by the conditions given in Schedule "B" (Annexed) read with these instructions.
13. The Director General of Police, H.P./Chairman Purchase Committee is authorized to debar any party or parties from future participation in the Purchase Programme of the Police Department and from having any such dealing with any Police Offices of H.P. for a period not exceeding one year from the date of issue of such orders when such parties quote rates in respect of various items of stores for which tenders were invited by the Police Department and are the lowest, but such parties decline to enter into rate contract.
14. The Tenderer who wishes to file appeal against the award of contract may do so within 30 days of the award of contract and the appeal shall be preferred to the Director General of Police, Himachal Pradesh, Shimla-2 or any other authority as may be authorised .
15. The rate should be quoted F.O.R. destination i.e. O/O The Director General of Police , Nigam Vihar, Shimla-02, Himachal Pradesh.
16. **ISI** marked products will be given preference. The tenderers quoting ISI marked products shall have to attach copy of the valid ISI marking license.
17. Where samples are got tested by the Departmental Purchase Committee itself, tenderers will have to furnish testing fee on demand otherwise security deposited will be forfeited to the Government.
18. **Test reports from the test houses recognized by State/Central Government/NABL accredited labs must be supplied with the tenders where-ever required.**
19. All photo copies, which are required to be attached with the tender should be self attested duly signed and stamped by the person authorized to submit the tender, otherwise quotations/tender will be rejected.
20. Inspection of factory premises can be carried out by the Director General of Police, Himachal Pradesh/Chairman Purchase Committee or their authorized representative to ensure the genuineness of the firm as well as to verify the capacity/quality of product being manufactured by the firm.
21. Sales Tax, Excise duty, VAT, other taxes be indicated separately otherwise rates will be deemed to be inclusive of such levies/Taxes and no future increase in duty/taxes will be allowed.
22. In case where it has not been specifically indicated in the Schedule "A" that only manufacturers can participate in the tenders, in such cases the tenderers other than manufacturers should attach authorization letter in original from such principal manufacturers along with the tender.
23. Price fall clause- the offer of rates by the tenderer will be subject to the price fall clause i.e. if any item is offered at a lower rate by the tenderer/bidder at any other State/Place in Himachal, he shall not charge higher rate

for the item offered in the tender. In the event of higher rates offered by such tenderer, the rates so offered by such party can be rejected at any stage.

24. Tenderers who do not fulfill the above mentioned requirement, their tender will be liable for rejection.
25. The firm shall be liable to arrange inspection of store at the permises of consignee.
26. Tenderers must submit a certificate to the effect that firm/company is not blacklisted by any State/UT/ Organizations/ Departments.
27. Tenderers must produce the bio data with regard to that he is a manufacturer or in case he is not manufacturer, he will have to produce a certificate of the manufacturer that he is authorized dealer for the supply of requisite goods by indicating specific itemwise authorisation.

I/We hereby quote to supply the goods and material at the rates specified in the **Schedule 'A'** and within the time specified as set forth in the conditions of contract given in **Schedule 'B'**. The terms and conditions given in Schedule 'B' will be binding upon me/us in the event of the acceptance of my/our tender.

I/We herewith enclose fixed deposits receipt for a sum of Rs._____/ - as earnest money and in case I/We fail to execute an agreement embodying the said conditions and deposit the security as laid down, in the form within 10 days of the acceptance of my/our tender, I/We hereby agree that the above sum of earnest money shall be forfeited to the Director General of Police/Chairman Purchase Committee.

Read and accepted.

Signature of Tenderer

UNDERTAKING OF RATES

To

The Inspector General of Police
AP&T –cum Chairman
Departmental Purchase Committee,
H.P Police Headquarters, Shimla-171002.

Dear Sir,

Sir,

We do hereby confirm that the rates quoted by us are the lowest possible and we have not quoted less rates to any other State/Center Government Organization/PSU under similar terms and conditions any where in India.

Yours very truly,

Name: _____

Designation: _____

Company: _____

Address: _____

SCHEDULE 'B'
CONDITIONS OF CONTRACT

The contract is to last from _____ to _____. But in the event of any breach of the agreement at any time on the part of the contractor, the contract may be terminated summarily by the Director General of Police, Himachal Pradesh, Shimla without compensation to the contractor.

Any change in the constitution of the firm shall be notified forthwith by the contractor in writing to the authority sanctioning the contract and such change shall not relieve any former member of the firm from any liability under the contract.

1. No new partner/partners shall be accepted into the firm by the contractor in respect of this contract unless he/they agree to abide by all its terms, conditions and deposit with the officer sanctioning the contract a written agreement to this effect. The contractor's receipt of acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purposes of the contract.

2. The contractor will supply nothing but genuine articles described in specification column of Schedule 'A' Part-I, of the rate contract from time to time in such quantities as may be entered in the indents sent at the rates set forth in rates column of Schedule A of the rate contract for use in offices/institutions/departments under the administrative control of DGP of the Himachal Pradesh, as may be required by the Indenting Officers. No guarantee can be given as to the quantity, which will be ordered during this period. The purchaser reserves the right of placing orders of store items as given in Schedule 'A' with one or more contractors as he may think fit and the contractor binds himself not to revoke this contract during the said period. The Director General of Police/Chairman Purchase Committee reserves himself the right to obtain contracted items of stores when available from any Government department/approved source without any prejudice to this contract. He further reserves the right to negotiate any of the tenderers/bidders and award parallel rate contract to any or all of the participating tenderers.

3. The articles to be supplied under this contract will be of the quality equal and answerable in every respect to the specifications given in the list accompanying with the tender and approved by the Director General of Police, Himachal Pradesh. The Contractor shall be responsible for all complaints as regard the quality. In case any of disputes regarding quality of articles, the decision of the Director General of Police will be final and binding on the contractor. It will be open to the Director General of Police/Chairman Purchase Committee or any Indenting Officer to send samples submitted by the tenderer/contractor to any laboratory for chemical analysis and the cost thereof will be borne by the tenderer/contractor.

4. The Director General of Police/Chairman Purchase Committee, may by notice in writing call upon the contractor to supply additional articles to serve as sample, and upon receiving such notice in writing the contractor shall at his own cost be bound to supply the additional samples, such additional samples being in all respects of the same quality as the sample first supplied.

5. The contractor will be responsible for damage or loss in transit and replace goods broken or lost within 10 days from the date of notice thereof.
6. All goods must be dispatched within 60 days of the receipt of supply order by the contractor unless otherwise specifically mentioned in Schedule 'A' of contract.
7. Conditions as to time for performance whether laid down therein or in any indent shall be always regarded as the essence of the contract.
8. The Director General of Police, Himachal Pradesh or the Chairman Purchase Committee or any of the experts attached to the Police Department of Himachal Pradesh or the Indenting Officer or any other Officer or person duly authorized in writing by the Director General of Police, Himachal Pradesh shall have the power to inspect the Stores before, during or after manufacture, collection, dispatch transit or arrival and to reject the same or any part or portion after the written approval of the Director General of Police, Himachal Pradesh, If he or they be not satisfied that the same is equal or according to the samples submitted by the contractor. The contractor shall not charge or be paid for supplies rejected as above and such supplies shall be removed by the contractor at once and at his own expenses. He shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm what so ever incidental to a full and proper examination and test of such supplies. Government shall be under no liability whatever for rejected supplies and the same will be at the contractor's risk. Rejected supplies shall be removed by the contractor within 10 days after notice has been issued to him of such rejection and failing such removal rejected goods will be at contractor's risk and Government may charge the contractor rent for the space occupied by such rejected goods.
9. The contractor shall provide without any extra charge all materials, tools labour and assistance of every kind which the aforesaid officer may consider necessary for any test or examination which he may require to be made on the contractor's premises and shall pay all cost attendants thereon. In the case of stores inspected at maker's premises, the maker shall provide all facilities including testing appliances, for making necessary tests other than special test or independent tests. Failing the facilities at his own premises for making the tests, the contractor shall bear the cost of carrying out tests elsewhere. The contractor shall also provide and deliver free of charge at such place as the aforesaid officer may direct such materials as he may require for tests by chemical analysis or independent testing machine. If for the purpose of determining the quality of stores the above said officer finds it necessary to have the stores tested at the test house or laboratory expenses incidental to the test shall be borne by the contractor. On the failure of the contractor to pay the expenses within 10 days of the receipt of intimation in this behalf from the Inspecting Officer, the Director General of Police, Himachal Pradesh, shall have the right to deduct the amount from the security deposited by the contractor and if the amount so deducted is not deposited within 10 days, the Director General of Police may treat the default as a breach of agreement without further notice. Further the aforesaid Officer shall have the right to put all articles or materials to such tests as he may think proper for the purpose of ascertaining whether the same are in accordance with the specifications or sealed sample mentioned in the tender and to cut out or off/or destroy a portion not exceeding 2% from each delivery for such

purpose the quantity so cut out or off and/or destroyed as aforesaid shall be replaced by the contractor free of charge.

10. Packing cases, containers, gunny packages etc. which may be used for purpose of packing and which are delivered with stores will not be returned and paid for unless specially stipulated and then at contractor's expense.

11. Unless otherwise specified in a requisition bills for the whole of the goods referred to in each indent in triplicate will be prepared and submitted by the contractor to the consignee for direct payment under intimation to the Director General of Police, Himachal Pradesh. The full amount will be paid on receipt of stores, in good condition after their verification as regards specification etc. Should the payment of any bill be not made within three months from the date of its submission, the party to whom the bill was forwarded should be addressed first. Failing satisfaction, the matter should be reported to the Director General of Police, Himachal Pradesh. All such complaints should give:-

- (i) The number and date of the requisition.
- (ii) The designation of the requisitioning Officer.
- (iii) The designation and address of the consignee.
- (iv) The designation and address of the officer to whom the bill was sent by the Contractor.

- (v) The number of the bill and date on which the bill was sent to the officer mentioned above.
- (vi) Full reference to reminders if issued.

12. (i) With every dispatch of goods or material under this contract invoices in triplicate will be prepared by the contractor. Invoices in duplicate, are to be sent by the contractor to the Director General of Police, Himachal Pradesh for record in his office.

(ii) Railway/goods receipt where ever applicable will be forwarded to the consignee immediately after dispatch of Stores. Should any demurrage charge be incurred owing to delay on the part of the contractor in forwarding the railway receipt, the amount of such charge will be deducted from the bill.

(iii) The contractor shall dispatch material 'Freight paid' in all cases where his offer is F.O.R. destination. In the event of his failure to do so, a penalty of 5% will be charged on the amount paid as freight by the Indenting Officer on his behalf.

(iv) All dispatches by rail/road will be made at contractors risk and expense.

(v) If, during the currency of the contract, the specification of any article or articles to be supplied there under be changed, the contractor shall continue to comply with demands for the supply of the said article/articles in accordance with the new specifications at a rate to be mutually agreed to in writing at the time of such change and in default of such agreement the contract in so far as it relates to the said article or articles under respect of which no agreement has been arrived at shall terminate but no such change shall effect the supply of any other articles under the contract or entitle the contractor to any compensation.

13. In the event of withdrawal or discontinuance of any article or articles and consequent ceasing of or reduction in demand, the contractor shall not be entitled to any compensation. Government will however make

all reasonable endeavors to give a warning of any impending complete withdrawal or of any reduction seriously effecting quantities likely to be required under contract.

14. The time for and date of delivery or dispatch stipulated in the said schedule shall be deemed to be the essence of the contract and should the contractor fail to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the said schedule then without prejudice to his rights otherwise the purchaser shall be entitled to recover from the contractor a sum of equal 2% of the contract price of such consignment for each and every month or a part of a month during which the supply or dispatch of such consignment may be in arrears or alternatively at the option of the purchaser. The purchaser, shall be entitled to purchase such consignment (or if not available the best and the nearest available substitute therefore) else where on the account and at the risk of the contractor or to cancel the contract, and the contractor shall be liable for any loss or damage which the purchaser may sustain by reason of such failure on the part of the contractor.

15. The contractor acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the supplies required under the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other details of the contract and the contractor shall not plead ignorance of any of those as excuse in case of complaint against or on rejection of supplies tendered by him or with a view either to ask for enhancement of any rates agreed to in the contract or to evading any of his obligations under the contract.

16. No payment will be made in advance for any supplies under this contract.

17. (i) The contractor shall not :-

- a) Assign or subject the contract without written approval of the officer sanctioning the contract.
- b) Disclose details of the conditions governing this to unauthorized person (Indenting against this contract is permissible only for the bonafide use of Government departments and quasi-public and not for private parties or for the private use of the Government officers).

(ii) In the event of the contractor failing duly and properly to fulfill or committing breach of any of the terms and conditions of this contract or repeatedly supplying goods liable to rejections hereunder or failing, declining, neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of this contract or if any contractor or his agent or servants being guilty of fraud in respect of the contract or any other contract entered into by the contractor or any of his partners or representatives thereof with the Government directing, giving promising or offering any bribes, gratuity, gift, loan, perquisite, reward or advantages pecuniary or otherwise to any person in the employment of Government if any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceeding or make any compositions with his/their creditors or attempts to do so then without prejudice to Government's right and remedies otherwise Government shall be entitled to terminate this contract forthwith and to blacklist the contractor for a period not exceeding one year from the date of issue of such orders, and purchase or procure or arrange from Governments stocks or otherwise at the contractor's risk and at the absolute discretion of the Director General of Police/Chairman Purchase Committee, as regard the manner place or time of such purchases, such

supplies as have not been supplied or have been rejected under this agreement or are required subsequently by Government there-under and in cases, where issues in replacement are made from Government's stocks or supplies, the cost of value of such stocks or supplies, together with all incidental charges or expenses, shall be recoverable from the contractor on demand and the contractor shall not be entitled to benefit from any profit which may thus accrue to Government.

18. If any question, difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities of either party then save in so far as the decision of any such matter is hereinbefore provided for and has been so decided, every such matter including whether its decision has been otherwise provided for and or whether it has finally decided accordingly or whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of such termination shall be referred for arbitration to any officer appointed by Himachal Pradesh Government acting as such at the time of reference and his decision shall be final and binding and where the matter involves a claim the amount if any awarded in such arbitration shall be recoverable in respect of the matter so referred.

19. If the price of a contracted article is controlled by Government, the payment will in no case be made at higher rate than the controlled rate.

20 (i) The price charged for the stores supplied under the contract by the contractors shall in no case exceeds the lowest price at which the contractor sells the stores or offers to sell stores of identical description to any person/organizations including the purchaser or any department of the Central/State Government or any statutory undertakings of the Central/State Government, as the case may be during the period till performance of all supply orders placed during the currency of the rate contract is completed.

(ii) If at any time, during the said period the contractor reduces the sale price or sells or offer to sell such stores to any person/organization including the purchaser or any department of Central/State Government or any statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reductions or sale or offer of sale to the Director General of Police/Chairman Purchase Committee and the price payable under the contract for the store supplied after the date of coming into force of such reductions of sales or offer of sale shall stand correspondingly reduced.

The above stipulation will however, not apply to:

- a) Export by the Contractor.
- b) Sale of goods such as drugs which have expired dates.
- (iii) The contractor shall furnish the following certificate to the concerned purchase committee along

with each bill for payment or supplies made against the contract:-

"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/organization including the purchaser or any department of Central Government/State Government or any statutory undertaking of the Central or State Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Contract at a price lower than the

price charged to the Government under the contract except for quantity of stores mentioned in such clauses a) and b) of sub para (ii) of para-20 of the Schedule 'B'.

21. All disputes shall be settled within the jurisdiction of the High Court of Himachal Pradesh. *Or the tender documents shall indicate clearly that the contract shall be interpreted under Indian Laws and in case of a legal dispute the same shall be subject to local or pecuniary jurisdiction of the Courts of Himachal Pradesh:*

22. The earnest money/security money shall be pledged in the name of Drawing & Disbursing Officer, Police Hqrs., Shimla or as has been mentioned in the Tender Notice, in the shape of F.D.R. issued by any nationalized bank.

23. The Director General of Police is competent to extend the rate contract beyond the expiry of validity of those items for which financial power delegated to him and beyond financial limitation, the Government is competent to extend the rate contract. As far as, to what extent is concerned, it depends upon the nature of individual cases i.e. when the individual indenting department is going to finalize the new tender.

WARRANTY CLAUSE:

The contractor/seller hereby declare that the goods/stores/articles sold to the buyer under the contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/mentioned in the Schedule 'A' of the contract and the contractor/seller hereby guarantee that the **said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of minimum one year from the date of delivery of the said goods/stores/ articles to the purchaser.** Purchase Committee may give preference to a firm offering hirgher warranty period subject to consideration of other relevant factors. Notwithstanding the fact that the purchaser (Inspector) may have inspected and/or approved the goods/stores/articles, if during the aforesaid period of waranty period the said goods/stores/articles be discovered not to conform to the description and quality or have deteriorated (and the decision of the purchaser in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection of the goods/stores/articles will be at the seller's risk and all the provisions herein contained relating to rejection of goods, etc., shall apply. The contractor/seller shall, if so called upon to do, replace the goods etc. or such portion thereof as is rejected by the purchaser such damages as may arise by reasons of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.

In witness thereof the parties have hereinto set their hands on the dates indicated below:-

1. (In the case of firm)

Signed by the above named firm of _____
_____ through _____ partner of the firm.

Date -----

Signature

2. (In the case of a company)

The seal of the _____ Company Limited was affixed by virtue of the resolution of the Board No. _____ date _____ the _____ day of _____ 2016.

Dated -----

Director's Signatures
Seal

Dated -----

Secretary's Signatures

(In either case)

In the presence of-

i) Signature and Address Description

ii) Signature and Address Description

Signed by _____

Dated _____

Signature of _____
On behalf of the Government of Himachal Pradesh

For Director General of Police,
Himachal Pradesh, Shimla-02.