

**OFFICE OF THE
ADDL. DIRECTOR GENERAL OF POLICE,
CID, HIMACHAL PRADESH, SHIMLA-171009.**

Sealed Tenders are invited from OEM or authorized dealers for supply of items for **Special Security Unit Commando, Himachal Pradesh Police**. Tender documents indicating the list of items, specifications and other conditions for Tenderers/bidders can be obtained from office of the ADGP CID , Headquarters, Kasumpti, Shimla-09, (H.P.) on any working day after **13.02.2018 between** 10 A.M. to 5 P.M. by depositing Rs.500/- (non refundable) as Tender Form price either in cash or in the shape of Bank Draft in the name of DDO CID Hdqrs.. The complete Tender documents set can also be downloaded from Himachal Pradesh Police web-site www.hppolice.gov.in. 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.

The Tenders along with 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 **05.03.2018 upto 11.00 AM** at Reception Counter in the office of the Add. Director General of Police, CID, Shimla-09 , Kasumpti which will be put in locked box and the key of the box will be kept in the custody of the SP/Security , CID Headquarters Kasumpti Shimla-9.

The tender shall be opened on **05.03.2018 at 3 PM** at CID,Hdqr., Shimla-09 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 shown at **Annexure-A** of the Tender Form set (**Tender Form consists of schedule-A, Part-I and Part-II , which includes details of terms & conditions to the Tenderers**), in the form of FDR duly pledged in the name of the Drawing & Disbursing Officer, CID Headquarters, Kasumpti, Shimla-09. The tenders received without earnest money and other required documents shall be rejected and treated as invalid. The Addl. Director General of Police, H.P. or the Chairman Purchase Committee reserves the right to accept or reject any or all of the tenders without assigning any reason.

Sd/-

Addl. Director General of Police,
CID Himachal Pradesh, Shimla-9.
(Tele. No.0177-2622408 Ext.125)
Email address : cstore-cid-hp@nic.in

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. : C-Store-CID/SSU/2016-17-
 Date and time of receipt of Tender : on or before 05.03.2018 up to 11.00 AM.
 Date and time of opening : On 05.03.2018 at 3PM.
 Price of Tender Form Set : Rs. 500/-

SCHEDULE-A

**PART-I TECHNICAL BID
 LIST WITH SPECIFICATIONS OF SPECIAL SECURITY UNIT COMMANDO**

Sr .N o.	Items	Quantity	Specification of the items	Quoted for proposed item or not	Deviation in specifications if any with reasons
1	BR JACKETS	06	1 Shall conform to NIJ Standard of Ballistic Resistance of Personal Body Armour Protection against all of the following weapons. i) 9X19 mm cartridge fired through Sub Machine Gun (Such as Stan 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. ii) 7.62x51 mm cartridge NATO ball ammunitions fired through 7.62 mm SLR / Bolt action rifle from a distance of 10 meters to achieve a muzzle velocity 838 +_ 15 m/s and the weight of the bullet 9.4 gm to 9.6 gm. iii) 7.62 x 39 mm (mid steel core bullet) cartridge fired through AK series rifles from a distance of 10 meters to achieve a muzzle velocity 715+_15m/s and the weight of the bullet 7.45 gm to 8.05 gm. iv) 7.62 x 39 mm (hard steel core bullet) cartridge fired through AK series rifles from a distance of 10 meters to achieve a muzzle velocity 635+_15m/s and the weight of the bullet 7.45 gm to 8.05 gm. v) 5.56 x 45 mm ball MK M (Equivalent to 5.56 mm NATO (M193) cartridge fired through INSAS RIFLE from a distance of 10 meters to achieve a muzzle velocity 890+_15m/s and the weight of bullet 3.5 gm to 4.0 gm.		

2. Vest should have the components mentioned in para D below. Each component should be made of multi layer 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.
3. **SIZE OF SOFT ARMOUR PANEL (SAP) :** STANDARD LARGE & EXTRA LARGE, SAP shall be covered with durable water repellent fabric that exhibits excellent sealing properties thus protecting the ballistic material from moisture.
4. **AREAS OF COMPONENTS OF SOFT ARMOUR PANEL:** Coverage area of the soft amour panel as per the sizes will be as under:-

S.NO	PANEL	STANDARD SIZE (SQ MTS).	LARGE SIZE (SQ. MTS)	EXTRA LARGE SIZE (SQ MTS.)
1	FRONT	0.15	0.18	0.21
2	BACK (including of sides)	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

I. **Negative tolerance in terms of area measurement is not permissible.**

II. **Measurement will be made with the help of scaled drawing on graph paper and using plan meter.**

5. WEEIGHT OF THE JACKET

Total weight of BR Jacket including HAPs, SAPs trauma pads and outer carrier should not exceed as mentioned below: -

Size	Weight of the jacket with out side plates when 25 mm BFS is permissible (In Kgs.)	Weight of the jacket with out side plates when 44 mm BFS is permissible (In Kgs.)	Weight of the jacket with out side plates when 25 mm BFS is permissible (In Kgs.)	Weight of the jacket with out side plates when 44 mm BFS is permissible (In Kgs.)
Standard	7.1	6.2	8.9	8.0
Large	7.5	6.6	9.4	8.5
Extra Large	7.8	6.9	9.8	9.0

6. **SIZE OF ONE STANDARD HARD ARMOUR PANEL – 305 MM X 254 MM(0.0735SQM) Negative tolerance in dimensions of HAP is not permissible.**

7. The BR Jacket Shall consist of an outer carrier, removable Soft Armor Panels (SAP) of suitable materials and two Hard amour panels (HAP) made of High Performance Polyethylene Plates / Aramid Fiber/ composite materials or any other superior quality materials.

Note:- For 360 degree protection, two additional side HAP, if required by any user the total area and weight of jacket will increase as per below mentioned details:-

Components	Min side HAP size (in cm2) (24 cm x 15 cm)	Weight (in kg)
STANDARD SIZE	359 X 2=718	.9 X 2=1.8

The threat level of side HAP shall be the same as front and rear HAP. The side HAP shall also be in conjunction with SAP as same is with rear and front HAP. The sizes of all HAP (Front, rear and sides) shall be as per the specifications. Negative tolerance in dimensions of HAP is not permissible.

HAP	Surface Area of each HAP (in m2)			Maximum weight of HAP (in kgs)		
	Standard	Large	Extra large	Standard	Large	Extra large
Front/ Back	0.0735	0.0772	0.0810	1.90	2.00	2.1
Side Plate	0.0359	0.0377	0.0396	0.90	0.97	1.02

Size area and weight of different sizes of BR Jacket.

Component s	Chest size (in inch)	Min SAP Area (Sqm)	Min HAP Area(Sqm)with 360 degree protection	Min HAP Area(Sqm)wit hout 360 degree protection	Weigh t(in kgs) witho ut side plates when 25mm BFS permissi ble	Weight (in kgs) without side plates when 44 mm BFS permissi ble.
Standard Sixe Jacket	38-40	0.5500	0.735 + 0.0359= 0.1094 X 2= 0.2188	0.0735 x2 =0.1470	7.1	6.2
Large size	40-42	0.6000	0.0772+ 0.0377= 0.1149 x 2= 0.2298	0.0772 x 2 = 0.1544	7.5	6.6
Extra Large	42-44	0.6500	0.0810+ 0.0396= 0.1206x2 =0.2412	0.0810x2 = 0.1620	7.8	6.9

Note:- The dimensions of standard size HAP (Front, Back and Side Plates) is specified above. The length and width of the

HAP (front, back and Side Plates) for large and extra large size to be increased as per the proportion increase in Area of these sizes.

8 BR Jacket- CONSTRUCTION:

- i) As required by design parameters of BR jacket of the QRs of the BR jacket ,in respect of 360 degree protection is suited best for our requirements as it will improve the protection for the wearer for certain tactical operations . Further, these side plates can always be removed from their sleeves to reduce weigh of the BR jacket for longer duration operations. Therefore, it is decided to go for 360 degree protection.
- ii) BR Jackets (Without HAP) Shall be in the form of jacket to provide protection against 9 mm bullet (Threat level III-A of NIJ). It should not resist overall movement of the neck of wearer.
- iii) 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.
- iv) The fabric of the material shall have similar camouflage pattern.
- v) The harness should be flexible to allow freedom of movement without compromising the ability to acquire and engage threats from all firing position.
- vi) The harness must have adjustable shoulder straps.
- vii) The harness/carrier must also have straps on both shoulders to hang radio sets.
- viii) The harness/carrier must have rubberized waist belt for snug fit around the best.
- ix) The harness /carrier must not have any metallic components.
- x) The patches on both shoulders to rest the butt of rifle must to be provided to facilitate comfortable aiming by the weapon. These patches for rifle butts must be adjustable vertically and horizontally as per the requirements of the wearer /soldier.
- xi) The harness is also required to have an emergency drag handle, made up of toughened nylon .The drag handle strength should be 150 N (minimum).
- xii) The harness must have integrated pouches /inner sleeves ,on front and back ,to accommodate the HAPS (of dimensions as specified in MHA approved QRs)
- xiii) The harness /carrier must have concealed stitching /seam to reduce irritation due to friction

		<p>xiv) Six pouches to accommodate magazines of AK series and INSAS rifles and grenades of UBGLs (made up of the same material /fabric as that used for the harness),which can be easily secured with the webbing on the harness ,must be provided with each harness.</p> <p>xv) The pouches must have strong Velcro fasteners that can prevent accidental opening of pouches.</p> <p>xvi) A padded mesh interior is required in the harness for added comfort.</p> <p>xvii) The supplier must provide Raw materials Assurance Certificate in support of their SAP and HAP designs.</p> <p>xviii) Supplier must provide certificate from the original anti-ballistic materials supplier confirming that the required volume of material/grade is purchased for the commercial supply of BR jacket and same is being used during bulk supply of BR jacket. For that purpose, user should provide few samples out of bulk supplied of BR jacket to the original anti-ballistic materials supplier.</p> <p>xix) SAP should be encased in some materials so as to make it water proof.</p> <p>XX) HOOK and LOOP FASTENERS (Velcro Fasteners) . All the clothing flaps of the jackets should have high quality Velcro fasteners so that it can be worm and taken off easily/ quickly. The quality and report of HOOK and LOOP Fasteners including shears strength and peel strength should be as per Bureau of Indian Standards specification IS:8156-2014(The IS:8156-2014 may be available in the office of Bureau of Indian Standards). Venders will submit test report on HOOK and LOOP Fasteners from any NABL accredited lab or DMSRD (Mode) Kanpur.</p> <p>XXI) POCKET WITH FLAPS. The jacket should be provided with two external pockets in outer to house two magazines of 5.56 mm LMG in each pocket. Two pockets should also be provided to accommodate one grenade (HE 36) in each pocket. The size of each magazine is 19 cm x 7.5 cm x 3.5 cm and size of HE 36 grenade is 110 mm x 65 mm.</p> <p>XXII) BELT/CUMMERBUND An additional belt of nylon / polyester weaving with minimum width of 10 cm should be provided around the waist to properly secure the B.R. jackets with the body of the wearer around</p>		
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waist , so that weight of jacket is distributed on waist/ shoulders. Cumberbund should be of same materials as outer carrier with HOOK and LOOP Fasteners.

XXIII) Ballistic panels (SAPs & HAPs) shall be removable from outer carrier.

XXIV) Outer carrier shall be machine washable.

XXV) **TRAUMA PAD FOR TRAUMA ATTENUATION.**

- a) Trauma pad must be provided behind the SAPs . so that it remains to body surface to provide proper cushioning.
- b) It must cover uniformly up to edge level of the SAPs.
- c) Back face Signatures (BSF) in Plasticize block should not exceed as specified by the user.
- d) Drop test will be carried out as specified in NIJ standards.

Note :- However, the design of carrier of HAP/SAP is left with the user. The user organization may select any suitable design for the carrier/harness as per their functional requirements.

9. MATERIALS

- **The outer carrier shall be made of high tenacity , heavy duty , Abrasion Proof and 100% vest integrity fabric having in – built water resistant and fire retardant properties.**
- The Fabric shall be treated for protection against water, fire (Fire retardant) and ultra violet ray's exposure.
- The fabric must be suitable to were to were in the Indian conditions of Heat , rain and humidity. It must be light , breathable , soft and pliable.
- The inner Side (body side) shall also be of a similar fabric and shall be treated for moisture and water repellency.
- The cloth of the carrier must be pre-shrunk before stitching.
- BR jacket should be UV proof.

Note:-

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

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

Note : - Vendors should supply 3 meter of each fabric used both at the time of tender and from actual production for testing.

10. VEST FIT.

- The overall length of the BR Jacket shall be such that there is no “ride up” while sitting.
- The overlapping degree of front and rear panels shall be such as to provide for maximum freedom of movement.

11. COLOUR : CAMOFLAGE. The bidders will submit samples of BR jackets of any camouflage colour. However, before placement of bulk supply order exact camouflage colour along with modifications required, if any, in order carrier will be intimated by the users.

12. LABELLING: The outer carriers and the two soft Armour panels must be labeled as given below:-

- Name , logo or other identification of the
manufacture : XYX
Name of the product : aabb
Date of Manufacturing : dd/mm/yyyy
Date of receipt : (to be filled by the user)
Size :
Identification number : ABCD
Reference : Tender No. with date

Note:

- **Strike face of jacket should be clearly marked .**

In case of non conformity with any of the parameters of the tests mentioned above, the next sequence of test will not be conducted.

13. SOFT ARMOUR PANEL (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.
- Shall protect both front and back torsos.
- Shall be made of suitable material.
- The weight of the material shall be so balanced as to make the SAP lightweight, breathable, soft and pliable.
- The aerial density of the panels shall be such as to provide the rated ballistic and trauma protection.
- No tears, rips, worm sports, discoloration, loose or tom stitching and set wrinkles on the SAP shall be allowed.
- The panels shall be treated with approved and durable water repellent.
- The SAP shall be removable from outer carrier to allow for periodic cleaning.
- The SAP shall be placed in tightly sealed with some material so as to make it completely water repellent

		<p>and waterproof.</p> <ul style="list-style-type: none"> a) Hydrostatic Head-Minimum 100 cms of water (test method IS391-19756) b) Water penetration should be zero (test method IS 392-1989) <ul style="list-style-type: none"> • The material layers shall be stitch able in a suitable pattern in case SAP is made of aramid. <p>Note: 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 (RAMC) must be given from original manufacturer in respect of materials for SAP and HAP, valid for the period of six months from the closing date of tender. The vendor has to make bulk supply as per the above declaration.</p> <p>14. HARD ARMOUR PLATE (HAP):</p> <ul style="list-style-type: none"> • Shall be made of high performance polyethylene/ aramid fiber/ composite or any other superior materials. • Shall provide protection against ammunition mentioned above a Para A from a distance of 190m meters in conjunction with Soft Armour Panel. • Each HAP plate (front and back) should not weight more than as specified in Table No-4. • In case of 360 degree protection Each side plate of HAP should not weight more than as specified in Table No-4. • Each standard HAP plate (Front & back) shall be of minimum size 305 mm x 254 mm to cover the vital parts of the body. • Curvature of the HAP shall be suitable to fit the body contour. <p>HAP shall be shielded with some material so as to make it completely water repellent and waterproof.</p> <p>15. OTHER STIPULATIONS: JACKET STYLE : POLICE SERVICEABILITY : 05 YEARS (HAP, SAP & TRAUMA PAD) GURANTEE : The outer Carrier along with trauma padding shall be guaranteed for a period of 2 years against all manufacturing defects. HUMIDITY : 95% at 40C STORAGE : Normal Room Temp.</p> <p>16. IMMUNITY LEVEL : HARD Armour Plates.</p> <ol style="list-style-type: none"> 1. The HAPs are to be tested in conjunction with SAPs <ul style="list-style-type: none"> • Six bullets NATO ball fired from 7.62 mm SLR/bolt action rifle from a distance of 10 mtrs at normal to the surface on each plate (front & rear). • 03 bullets NATO ball fired from 7.62 mm SLR/bolt action rifle from a distance of 10 mtrs at normal to 		
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the surface on each side plate.

- Six bullets (mid steel core) fire from 7.62 mm of AK rifle from a distance of 10 mtr. At normal to the surface on each plate. (Front & rear).
- 03 bullets (mid steel core) fire from 7.62 mm of AK rifle from a distance of 10 mtr. At normal to the surface on each plate.
- Six Bullets (hard steel core bullet) fired from 5.56 x 45 mm ball MK M(Equivalent to 5.56 mm NATIO (M 193) fired from 5 56 mm INSAS rifles from a distance of 10 mtr at normal to the surface on each side plate.
- 03 Bullets (hard steel core bullet) fired from 5.56 x 45 mm ball MK M Equivalent to 5.56 mm NATO (M 193) fired from 5 56 mm INSAS rifles from a distance of 10 mtr at normal to the surface on each side plate.

Soft Armour Plates:

As described in table below, six shots (4+2 (1 each from 30 degree and 45 degree angle) fired through 9 mm Sub Machine gun(such as Sten Machine MP-5, Carbine any other variant) from a distance 5 meters with a muzzle velocity 430+_ m/s and the weight of the bullet 7.4 gm to 8.2 gm as specified in standard.

The Velocities of bullets fired through weapon are given fellows:

Armour type	Test Bullet	Bullet weight	Reference Velocity	Hits per Armor part at 0° angle of incidence	BSF Depth Maximum	Shots per Pane (front and rear)	Shots per panel (
III A	9mm FMJ RN	7.4 gm to 8.2 gm	430 +_ 15 m/s	4+ (2 at 30 degree and 45 degree angle	25 mm Or 44 mm	6	-
III	7.62mm NATO FMJ	9.4 gm to 9.6 gm	838 m/s +_ 15 m/s	6	25 mm Or 44 mm	6	3
	7.62mm (mid steel core bullet)	7.45 gm To 8.05 gm	715 m/s +_ 15 m/s	6	25 mm Or 44 mm	6	3
	7.62x39 mm(hard steel bullet)	7.45 gm To 8.05g m	635 m/s 15m/s	6	25 mm Or 44 mm	6	3
III+	5.56 x45 Mm Ball MKM (Equivalent to	3.5 gm To 4.0 Gm	890+_ 15 m/s	6	25 mm Or 44 mm	6	3

			5.56mm NATO (M-193)									
			<ul style="list-style-type: none"> • BFS- Back Face Signature on Plasticine. • 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. <p><u>Testing Criteria</u></p> <ul style="list-style-type: none"> • Scientific inspection/ballistic trail of these BR jackets will be conducted as per Trial Directive “ Ballistic Resistance of Body Armor”. • Groin Pad will be tested Ballistic ally with 9mm SMC/MP-5. Three evenly spaced fair hits at zero degree angle of incidence shall be taken and BFS should not exceed 25 mm. BFS will be measured for fist shot only. <p>17. Miscellaneous :</p> <ul style="list-style-type: none"> • One tender sample is required for technical evaluation from a firm. While submitting th • samples for tender the supplier shall mention the exact area of Sap AND HAP and give the template of the jackets as per the area so that import of raw materials of the BP jackets will be allowed accordingly. • Each Model/brand of BR jackets should be submitted against a separate tender form. 									
2	Bullet Proof Helmets.	29	<p>Ergonomay:- It should be possible to wear, adjust and remove the helmet with ease eve with gloved hands. It should be proved with a three point chin strap with cotton chin cup.</p> <p>Shape:- Helmet should adequately cover the neck, ears of the wearer and its design should be on the lines of US personnel Armour System Ground Troops [PASFT]. The shape of the helmet should facilitate the use of hand set of in service communication equipment. Helmet should desirable have provision of mount display system, hands free communication equipment and fix electro-optical devices when required.</p> <p>Surface Finish & Camouflage:- Helmet should be lf crinkle matt finish in the following colours; Disruptice IA pattern, Khaki/sand, Olive Green, White, Black of any other pattern as specified by the user.</p> <p>Protection:- The ballistic helmet should be able to</p>									

defeat 9mm KF ammunition fire from Indian 9mm SMG from 20 meters. The deformation in the helmet should not exceed 13mm and minimum gap necessary between harness and inner surface of the helmet should be 16mm. Material of the helmet should be fire/flame retardant and water resistant.

Climatic Conditions:- Helmet must withstand repeated and sustained exposure to climatic conditions as under:-

- i) Temperature -50°to+50°C
- ii) Relative humidity up to +80%

Use of Optical Instruments:- The design of helmet should be such that it should not obstruct the use of binoculars (day & Night), optical sights fitted on weapons range finders and artillery optical instruments like director etc.

Compatibility- The design of the helmet should preferably be compatible to wear along with respirators and chemical hoods. This may be considered as a desirable feature for subsequent improvement and development.

Comfort- The helmet should not cause any undue discomfort even after prolonged wearing by an individual for more than six to eight hours.

Ability to absorb IR Radiation- It is desirable that the helmet should be able to absorb 60 to 100 percent of IR radiations from an active IR source and should not reflect any such radiations.

Weight - The weight of the helmet should be as under:-
(a) Medium Size helmet - Not more than 1.20 Kgs. (b) Large size helmet - Not more than 1.30 Kgs.

Inner Lining/Harness- The helmet should be provided with harness which should be adjustable to head size. The minimum distance between the harness and the inner surface of the helmet should be 13mm. It should be comfortable to wear and ensure air circulation.

Chin Strap- Adjustable chin strap with three point support must be provided. The material of the chin strap should be suitable to Indian weather conditions and should be rugged enough to withstand rough handling in the field. The buckle of the chin strap should be easy to

			<p>engage/disengage and its position on the cheek should not hinder aiming during firing. The material of the buckle should be harmless to skin in all types of climate temperatures.</p> <p>Size- The helmet should be provided in two sizes, viz medium and large size. The circumference of the helmet should be adjustable as under:- (a) Medium size - 48 to 57 cms. (b) Large size - 58 to 62 cms.</p> <p>Shelf Life- Shelf life of helmet to be minimum 10 years in field conditions.</p> <p>Provision for Visor- Suitable provisions should exist in the helmet for attaching plastic visor, to provide limited protection against blast and splinters, without increase in weight of the helmet. An additional weight of upto 500 gms for the visor is acceptable. The visor is, however, required on selective basis.</p> <p><u>OPERATION AND MAINTENANCE:-</u></p> <p>Packing - The helmet should be packed individually preferably in a water proof carry bag.</p> <p>User Evaluation - The approval for introduction into service of the proposal helmet will be based on the test procedures as laid down in NIJ Standard 0106.01.HP White Laboratory, UK and the standards set in this GSQR (to be tested in field conditions). However, in case, where different standards have been specified in the GSQR/NIJ/HP White Laboratory, the specifications set out in the GSQR will be considered. Literature</p> <p>-Literature:- giving details of the equipment, functioning and handling should be provided at the time of trials. It must also give out details of maintenance requirements.</p>		
3	Individual Harness Jackets/Tag Gear.	50	<ol style="list-style-type: none"> 1. Colour should be black 2. Should be water proof. 3. Size:-Free size. 4. Weight Max:-2.2.Kgs. 5. Locking Modular System:- <ol style="list-style-type: none"> i) Tactical Vest. =1 		

			<ul style="list-style-type: none"> ii) 5 liter combat pack with NSG reflector insignia=1 iii) Triple magazine pouch MP-5=1 iv) Triple magazine pouch SIG 5.56 MM=2 v) Stun Gren. Pouch=1 vi) HE Gren. Pouches=2 vii) Universal Radio Pouch=1 viii) Multi Purpose Pouch=1 ix) Utility Gloves Pocket=1 x) Friction Kit Pocket Pistol Drop/Thigh Holyester=1 xi) Face Mask Pouch=1 <p>6. Should have the provision for fixing a detachable carry bag/backpack.</p> <p>7. Type of Fabric:-</p> <ul style="list-style-type: none"> a) Fabric 1000D Cordura coated PUX2 [Black] b) Padding EVA . <p>8. Tapes:- Nylon Custom woven tapes [Nylon 6 HT] 15mm/20mm,30mm wide 40mm & 50mm.</p> <p>9. Thread:- TKT 40 bounded Nylon.</p> <p>10. Buckles:- Heavy duty Delrina Buckle.</p> <p>11. Zippar:- YKK, Size=8 & 10</p>		
4	Knee PAD (In Pair)	50	<p>1. General Description:- The Quick Max knee pad is perfect for kneeling on rough abrasive surfaces and is excellent for any application that demands maximum performance.It is designed with a hard poly knee cap that resists abrasion and works with an extra long pad for optimum comfort the knee pad comes with the unique quick release buckle that eliminates the need for readjusting the straps.</p> <p>2. Exterior Shell:- (1) Polyester construction for longer wear (2) Hard PE knee Cap (3) Colour Black/Green</p>		

			<ol style="list-style-type: none"> 3. Interior shell:- [1] EVA Foam backing for comfort. 4. Straps:- [1] Nylon reinforced dual straps [2] Easy to adjust quick release buckle [3]11.5” long [4] sewn on. 5. Features:-[1] Hard PE knee cap [2] Nylon construction for longer wear [3] Good oil resistance [4] anti-slip. 6. Dimensions:-width=22.2cm, Height=27.9cm, Strap length=29.2cm, Strap width=3.8cm, weight=9.6 oz (.27kg) 		
5	Elbow Cap (In Pair)	50	<ol style="list-style-type: none"> 1. Material Elbow and shin guards ergonomically formed to protect limbs during riot/mob situation made of Nylon PP, LD. 2. Function:- Protect the Elbow. 3. Riot Elbow Pad Feature:- 4. Product Feature:- Material first classic original not second. 5. Function:-High impact resistance, extended function knee or elbow. 6. Colour:-Black/Green 7. Quality:-NIJ0104.02 standard. 		
6	Face Mask Black	50	Should be in cotton or woolen material with eyes and mouth holes.		
7	Tactical Hand Gloves	50	<ol style="list-style-type: none"> 1. Material:- full grain soft leather. 2. Colour:- Black. 3. Gloves:- Wrist Tight Type with Velcro. 4. Individual should be able to fire while wearing the gloves. 5. Should be thin material gloves be able to with stand wear and tear. 6. It should have separate entry for each finger and thumbs so as to facilitate proper gripping. 7. The grip of the gloves should tighten after the gloves 		

			<p>get wet.</p> <p>8. The inner portion of the gloves should be made of split leather and breathable and help in gripping.</p> <p>9. The material should be washable to maintain gloves performance.</p>		
8	Thai Hollister	50	Model 734-SP67TS™ ALS/SL® UFA [UNIVERESAL FLEX ADAPTER] W/PADDLE & SINGLE STARP LEG SHROUD TACTICAL HOLSTER.		
9	Commando Torch/Tack Light	50	<p>1. It should be bright enough to temporarily blind and disorient a person by impairing his night adapted vision.</p> <p>2. It should be bright enough upto 300 to 500 meter.</p> <p>3. It should be highly durable for indoor and outdoor operations.</p> <p>4. Construction for high grade material for maximum tolerance in all scenarios.</p> <p>5. The torch should fit for use in all kinds of weather condition.</p> <p>6. The user should be able to switch the intensity of light thereby also acting a battery saver mode.</p> <p>7. It should be handy easy to carry and light.</p> <p>8. Effective construction to ensure easy batter charging.</p> <p>Durability:- a flash light should remain in one peace and in workable condition after dropped or banged around.</p> <p>9. Beam character is important in deciding whether a flash light is good for tactical use ideally tactical user need light i.e. bright all around without shadow or dislortion.</p> <p>10. Specification:-</p> <p>i) Maximum- o-p 200 lumens and more.</p> <p>ii) Run Time- minimum 40 hrs when used in high mode and 150 hrs when used in low mode.</p> <p>iii)Weight with batteries-< should not be grater then</p>		

			<p>1000 gms.</p> <p>iv) Surface –water resistance.</p> <p>v) Battery type-alkaline/lithium rechargeable.</p> <p>vi) Operation-low>off >high.</p>		
10	Mittens (in pairs)	18	<ol style="list-style-type: none"> 1. Colour-green, 2. Material:- Canvas, Leathers, Micro sheet. 3. Cloves type:-Unisex. 4. Wear type:- fingerless. 5. Style:- Jacquard 		
11	Tactical Goggles	50	<ol style="list-style-type: none"> 1. Polarized [optional] 2. Anti-Glare, 3. UVA/UVB, 4. Night vision[Graced; (black or green colour)] 		
12	Carabineer D-Ring	10	<ol style="list-style-type: none"> 1. Should be high quality, made by aluminum material. 2. Colour-grey. 3. Screw locking function. 		
13	Commando Rope (3 meter. each)	50	<ol style="list-style-type: none"> 1. Diameter of rope is 12mm. 2. The rope should be made polyester aramid or equivalent [non dynamic type] 3. Length:-3 meter for each person 4. The rope should have working load of minimum 700 kgs. 		

Note: -1 Tenderers/Bidders are required to produce the samples of all the items, 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 o/o ADGP/CID, HQ Kasumpti, Shimla-09.

2. Lab Test Report is required for the items where applicable.

TERMS AND CONDITIONS:

Note: 1.(i) Technical bid and financial bids are required to be submitted in separate sealed envelopes and separate covers, duly super-scribed. Both these sealed covers shall be put in a bigger cover which shall also be sealed and duly super-scribed. 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.

Note: Seal means sealed with sealing wax 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.
2. 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.
 3. Latest attested copy of manufacturing proof of the principal manufacturers should be enclosed.
 4. 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.
 5. Latest test reports in respect of the items where applicable 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.
 6. The Department has the right to go for second opinion of test report.
 7. 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.
 8. 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.
 9. The Addl. Director General of Police, CID, 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-A

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					

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.10,000/- 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.10,000/- 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, CID, Hqrs. Shimla-9
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.

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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 (<u>International Laboratory Accreditation Cooperation</u>)/ NABL (National Accreditation Board for Testing and Calibration Laboratory)/ Govt. of India approved Test Laboratory (whichever & where ever 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 (item wise authorization 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)		

1. Following documents should be attached with tender:-

- i. Copy of GST duly attested by Govt. Officer.
 - ii. The bidder shall have to submit rates/prices of items duly filled in Part-II, signed and stamped.
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 GST and any other levies/taxes. Rates of GST, 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 should be signed and stamped by the renderers/bidders.

Name Address & signature of the renderer

POLICE DEPARTMENT HIMACHAL PRADESH
ANNEXURE-II

(INSTRUCTIONS TO TENDERERS/BIDDERS)

1. Tenders must be sent in a properly sealed (*sealed with sealing wax with the impression of company /firm's seal*) envelopes addressed to the Additional Director General of Police, CID Himachal Pradesh, Shimla-171009, by designation and not by name. The quotations must be super scribed **“Tenderers” for the supply of Equipments for Special Security Unit Commando mentioned at scheduled –A (Part-I).** The quotations must reach the Add. Director General of Police, CID , H.P. Shimla-171009 on or before **05-03-2018** up to **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 **mentioned in the Schedule “A”**. Such samples must be submitted and delivered in person or through their authorized representative in the Office of the Addl. Director General of Police,CID,Himachal Pradesh, Shimla-171009. 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 complied on a date to be specified by the Add. Director General of Police, CID,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-I 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 Addl. Director General of Police,CID, 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 “A” in the shape of FDR duly pledged in favour of DDO. , CID HP,

Shimla-09. 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-A 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,CID Hqr 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 Addl. Director General of Police, CID, 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 Addl. Director General of Police, CID, 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 Addl. Director General of Police, CID, 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.

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 Addl. Director General of Police, CID, 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 Addl. Director General of Police, CID, Himachal Pradesh, Shimla-9 or any other authority as may be authorized .

15. The rate should be quoted F.O.R. destination i.e. o/o the Addl. Director General of Police, CID, HP Shimla-9 .

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 as mentioned in Schedule-"A" (Part-I).

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 Addl. Director General of Police, CID, 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 premises 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.

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 Addl. Director General of Police, CID/Chairman Purchase Committee.

Read and accepted.

Signature of Tenderer

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 Addl. Director General of Police, CID, Himachal Pradesh, Shimla-9 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 Government 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 Addl. Director General of Police, CID/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 Addl. Director General of Police, CID, 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 Addl. Director General of Police, CID will be final and binding on the contractor. It will be open to the Addl. 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 Addl. Director General of Police CID /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 45 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 Addl. Director General of Police, CID, 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 Addl. Director General of Police, CID, 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 Addl. Director General of Police, CID, 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 Addl. Director General of Police, CID 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 Addl. Director General of Police, CID 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 Addl. Director General of Police, CID 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 Addl. Director General of Police, CID, 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 Addl. Director General of Police, CID 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.

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

(vi) 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 Addl. Director General of Police, CID/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 Addl. Director General of Police, CID/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.

(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.

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, CID, HP Shimla-09 or as has been mentioned in the Tender Notice, in the shape of F.D.R. issued by any nationalized bank.

23. The Addl. Director General of Police, CID 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 higher 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 warranty 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 _____ 2018.
Dated -----

Director's Signatures
Seal
Secretary's Signatures
Dated -----

(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.

Sd/-

Addl. Director General of Police,
CID Himachal Pradesh, Shimla-9.
(Tele. No.0177-2622408 Ext.125)
Email address : cstore-cid-hp@nic.in