

E-TENDER NOTICE.
DEPUTY INSPECTOR GENERAL OF POLICE,
TRAFFIC TOURIST & RAILWAYS
HIMACHAL PRADESH SHIMLA-171002
TELE NO. 0177-2623955, FAX-0177-2623955
(E-mail: dig-rnt-hp@nic.in)

File No.TTR/5.13/2017-18/-8848

Dated: 15/11/2018

The Deputy Inspector General Police, Traffic Tourist & Railways, Himachal Pradesh invites E-tender from OEM or their authorized dealers under three Bids System i.e. Pre qualification Bid, Technical Bid & Financial Bid for Rate Contract for the supply of E-challaning Devices along with accessories as per the details given in the Tender document.

E-challaning Devices with accessories	500 Nos (The actual quantity of purchase may vary from the mentioned quantity)
Earnest Money	Rs. 5.00 lakh
Tender Fee/Cost	Rs. 500/-

CRITICAL DATE SHEET

Published Date	21/11/2018 at 11:00 AM
Bid Document download Start Date	21/11/2018 after 11:00 AM
Last date of receiving queries from bidders	27/11/2018 upto 5:00 PM
Pre-Bid Meeting Date	01/12/2018 at 03:00 PM
Bid submission end date (online and hard copy)	17/12/2018 upto 05:00 PM
Opening of Pre qualification Bid	18/12/2018 at 03:00 PM
Technical bid opening	21/12/2018 at 03:00 PM
Financial bid opening	03/01/2019 at 03:00 PM

NOTE:-

1. The complete Tender Set can be downloaded from Himachal Pradesh Police website www.hppolice.gov.in and <https://hptenders.gov.in>. Any change/modification in the tender notice will be intimated through above websites only. Bidders are, therefore, requested to visit our websites regularly to keep themselves updated.
2. Bidders must submit their bids online on website <https://hptenders.gov.in>.
3. The bidder must also submit the hard copy of prequalification bid and technical bid in two sealed separate envelopes on or before the Bid submission end date as mentioned in the Critical Date Sheet above.
4. For submission of e-bids, bidders are required to get themselves registered with <https://hptenders.gov.in> along with class-III digital signature certificates issued by CCA under IT Act-2003.

5. Cost of tender document in the form of Demand Draft / Bankers Cheque and Earnest Money in the form of Demand Draft/Banker Cheque/FDR (subject to verification) in favour of the Deputy Inspector General of Police, Traffic Tourist & Railways, HP, Shimla-171002, payable at PNB Kasumpti Shimla should be deposited in the office of the Deputy Inspector General of Police, Traffic Tourist & Railways, Himachal Pradesh, Khalini, Shimla-171002, along with hard copy of the pre qualification bid and technical bid.
6. One sample of e-challaning Device shall be deposited for technical evaluation/field trial in the office of the Deputy Inspector General of Police, Traffic Tourist & Railways, Himachal Pradesh, Khalini, Shimla-171002 along with the pre qualification bid and technical bid, which shall be returned after the tender process is completed.
7. All other terms and conditions are specified in the tender documents.

Sd/-
Deputy Inspector General of Police
Traffic Tourist & Railways,
H.P. Police, Shimla-171002.

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INVITATION TO TENDER

File No.TTR/5.13/2017-18/- 8848

Dated: 15/11/2018

1 Detail of Stores is as under:-

Description of Store.	Quantity (in Nos.)	Technical Specifications
e-challaning Devices	500 (The actual quantity of purchase may vary from the mentioned quantity)	As per annexure "A"

2 PROCEDURE FOR SUBMISSION OF BIDS

(A) GENERAL CONDITION

- i. This is an invitation to bidder for 'Supply of e-challaning Devices and accessories' as per technical specifications at **annexure-A**.
- ii. Bidders are advised to study the tender document carefully and thoroughly. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- iii. Tenders with price variation clauses or with vague terms are liable to be ignored and rejected. Counter offers shall not be considered. Incomplete tenders are liable to be rejected.
- iv. Bidders should ascertain whether they meet the eligibility criteria for bidding.
- v. It will be imperative on each Bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the goods. No request for the change of price or time schedule of delivery of goods shall be entertained, on account of any local condition or factor once the offer is accepted.
- vi. The bidders must submit the bid online by the Bid Submission end date for online as specified in the Critical Date Sheet. **Moreover, the bidders shall also submit hard copy of the pre qualification bid and technical bid in separate sealed covers.** The information submitted must be definitive and specific. Vague terms, incomplete information, counter offers, and 'uncalled for' correspondence shall not be entertained. The authorized signatory of the Bidder must sign each page.
- vii. Bidders are required to submit the complete proposal along with annexures & brochures of the quoted equipments. The proposal shall be exactly according to the presented formats

given in the TENDER documents. All columns of the prescribed formats should be filled and all questions in the tender document must be answered. Any additional information should be attached separately and referred to in the relevant column in the proposal formats. Modifications / rewording of formats shall not be acceptable. Each page of proposal document is to be signed and stamped by the Bidder. No column should be marked as “NIL” or “Zero”, “0” etc. Where no price is proposed to be charged for any item or its parts required to be supplied, it should be clearly mentioned in so many words.

- viii. Pre bid meeting will be held at Conference Hall Police HQS Shimla for clarifying issues/clearing doubts, if any, about the specifications of the equipment to be procured as well as the terms and conditions. The bidders must submit written queries in advance of meeting as indicated in the Critical Date Sheet.

(B) PRE QUALIFICATION BID.

- i. The OEM or authorized dealer taking part in the tendering process must be in the business of manufacturing or trading or supplying the e-Challaning Devices to law Enforcement agencies in India. In support of the same the bidder must submit the **copy of registration of firm/certificate of incorporation and Articles of Association/Memorandum of Association.**
- ii. The Bidder should be OEM or authorized by OEM (in respect of e-challaning devices and related services). The Bidder must submit due authorization from the OEM in this regard.
- iii. OEM or its authorized representative should have its own established ISO certified service Centre in India, preferably in Shimla.
- iv. Bidder must submit copies of balance sheet of last three financial years (2015-16, 2016-17 & 2017-18) duly signed by a Chartered Accountant. The bidder must fill Col No.4 and enclose /attached the prescribed **Form - VII.**
- v. The Bidder should have successfully obtained at least two purchase order totaling not less than 500 number, e-challaning Devices from Law Enforcement Agencies in India during the last three financial years (i.e.2015-2016,2016-2017& 2017-18). Copy of Purchase Orders must be enclosed.
- vi. At the time of submission of Bid, Bidder must not be blacklisted from any Govt. Organization /State or Central Govt. / University / Bank / Corporation / Autonomous institute etc in India. Declaration certificate must be submitted as per enclosed prescribed **Form - VIII.**
- vii. The Bidder must be registered under Central GST Act and any State GST Act. Copy of GST Registration Number must be enclosed.
- viii. Quoted e-challaning devices should have valid BIS certification as on bid submission date.
- ix. Bidder should have **average annual turnover** of not less than Rs. 5 Crore during last three financial year i.e.(2015-16, 2016-17, 2017-18). The bidder must fill Col No.3 of Form-VII.
- x. The Bidder must submit performance statements(As per enclosed prescribed **Form - III**) in respect of purchase orders indicated at clause 5 above.
- xi. The Bidder should submit attested copies of Income Tax Return for last three financial years (2015-16, 2016-17 & 2017-18).
- xii. The successful Bidder should have a local support set up in the country till the expiry of warranty period. The Department may examine the status of support set up and if it is not satisfied, it may reject the bid as not fulfilling the “minimum eligibility criteria.

- xiii. Bidders are required to fill and submit all forms attached herewith i.e. (**FORM-I to FORM-VIII except Form-V & VI**) (Form V & VI will be attached with Technical Bid).

Note:

- i. **The Department reserves all rights to reject any or all offers without assigning any reason whatsoever.**
- ii. **The hard copy of the pre qualification bid and technical bid should be received in the Office of the Deputy Inspector General of Police Traffic, Tourist and Railways by post or in person on or before the bid submission end date as indicated in the critical date sheet.**
- iii. **The representatives (Employee/Manager/ Owner/Partner or Director) of the bidders participating in the tender meetings must bring authorization letters from the bidder concerned.**

C TECHNICAL BID

- i. **The technical bid** shall contain information on compliance to specification criteria and Technical information and documents in **Form-V and Form-VI**. (For deviation of tender conditions)
- ii. Bidders have to demonstrate the quoted product to the Technical Committee constituted for the purpose by the competent authority. Demonstrations shall be at the cost of Bidder.

D FINANCIAL BID

- i. Price will be quoted by the Bidder in BOQ format only and the same should be uploaded in the financial bid cover online.
- ii. Rates to be quoted must be definitive and shall not be allowed to be altered.
- iii. Price to be quoted should be inclusive of all taxes, charges, duties and freight charges till destination. Rates be quoted in terms of unit, in words and figures both.
- iv. Bidders must quote for items in group and individual as mentioned in BOQ. Bids for incomplete items will not be accepted. Bidders should quote for all the items mentioned above on a single responsibility basis. Bids with partial response are liable to be rejected.

E VALIDITY OF THE TENDER BID

Offer should be kept open for acceptance for a period of six months from the date of opening of Technical Bid. A bid valid for a shorter period may be rejected by the purchaser as non-responsive. Any increase in rates within this period will not be entertained and will result in forfeiture of EMD and / or Security Deposit.

3. Procedure of finalization of Bids

- i. Firstly pre- qualification bids shall be opened online at the time and date notified and its contents shall be checked. In cases where requisite documents are not attached such bids shall be treated as non-responsive and technical and financial bid of such tender shall not be opened. At the time of opening of bids the authorized representative may remain present.

- ii. Thereafter the technical bids shall be opened online at the time & date as indicated in the Critical Date Sheet. At the time of opening of bids the authorized representative may remain present.
- iii. The Bidder must submit a sample of quoted item duly sealed for technical evaluation in the office of the Deputy Inspector General of Police, Traffic Tourist & Railways, Himachal Pradesh, Khalini, Shimla-171002, at the time of submitting tender. Without sample, tender shall not be considered.
- iv. The information submitted by the Bidders shall be tabulated and compared with specifications given in the tender form. It will thus be ascertained whether the product offered by the Bidder matches with the specification of the Purchaser as given in the Technical Specifications in this Tender Document.
- v. As part of technical evaluation of bids, the Bidders shall arrange demonstration of their quoted e-Challaning devices to show that they fully comply with this tender. The bidders will be intimated the exact date and time slot for them to carry out such demonstration before Technical Committee to be constituted for the purpose. The bidders are advised to make all necessary arrangement for the live demonstration of their quoted e-Challaning Devices well in advance as they will be required to adhere to the time schedule given to them soon after bid opening/technical bid evaluation.
- vi. The Committee would be entitled to call for any further information, document, undertaking and may also interview the authorized representative of the bidder in order to satisfy itself about the eligibility of the bidder, technical specifications of the e-Challaning Devices and trustworthiness of the product. The Committee would be within its right to get any enquiry, secret or open conducted for the purpose. The information, documents submitted and undertaking given by the bidder or its authorized representative to the committee should be deemed to be the part of the “technical bid” of the bidder.
- vii. Financial bids of only technically qualified Bidders shall be opened. The other bids shall not be considered and such short-listed bidders will be intimated about the date and time accordingly. At the time of the opening of Financial Bids, authorized representatives may remain present. It shall not be obligatory to accept only the lowest financial bid.
- viii. Bidders must understand that competent authority may opt for any bid for the reason given for such preference. Technical qualification does not mean that all bids stand at equal footing in terms of quality, reliability, use worthiness, ease of handling, recurring maintenance and operation cost, AMC cost, down time / up time expected life/service period after expiry of warranty period or often claimed life period etc. These may be among some of considerations on the basis of which Committee concerned may recommend any item to be procured and competent authority may accept such item. While making such decisions, the Committee(s) may rely on feedback from any Law Enforcement agency or other user who is/has used the offered item.
- ix. All devices should come with **5 (five) years on-site warranty support**. The supplier shall provide onsite comprehensive Warranty of all goods/equipment for a period of 05 (five)years from the date of final acceptance of the equipment.
- x. All or any bid may be rejected. The essence is that only such bid that in the opinion of competent Authority is most suitable for HP Police shall be procured.

4. DELIVERY PERIOD

- i. Purchase order shall be executed within 60 days from its date of issue. Delay in supply may lead to the imposition of the liquidated damages. The delivery period might be

- required to be guaranteed and should not be subject to vague limitation such as “conditions beyond our control”, “subject to availability of transport” etc.
- ii. Delivery period can be extended in rare circumstances without Liquidated Damages upto a maximum of 60 days on the request of Bidder / Supplier by the competent authority. The supply shall be executed at the Office of the Deputy Inspector General of Police Traffic, Tourist & Railways, Khalini, Shimla-171002.

5. RIGHT TO VARY QUANTITIES

The Competent authority reserves the right to vary the quantity within the validity of the contract without any change in price or other items and conditions with commensurate increase or decrease in delivery period. The competent authority also reserves the right to place part order on the selected Bidder. The competent authority will be entitled to have protection of the price fall to be extended to it. The approximate requirements are given in the Tender document. But it must be clearly understood that the demand may fluctuate and no definite quantity can be guaranteed. The essence of the contract is price per item for the contract period stipulated. The quantity indicated in the Notice Inviting Tender may vary. Selected bidder shall be bound to supply the item(s) in such a quantity as required by H. P. Police.

6. CONSIDERATION – Price, Taxes etc. and Payment Terms

i. E-Challaning Devices and accessories will be tested/surveyed/inspected by Technical Committee. Payment will be released only after the satisfaction and concurrence of the competent authority.

ii. The prices quoted for the items shall be firm throughout the period of agreement and shall not be subject to any upward modification whatsoever. The rates should be quoted F.O.R in the office of Deputy Inspector General of Police, Traffic Tourist & Railways, H.P. Shimla. **The prices quoted shall be all inclusive.**

7. Training / Hand holding

The selected agency/firm shall undertake to train the staff nominated by Police department in proper use and maintenance of the devices. For this purpose the agency shall organize a week long training program at each of the Range Headquarter at Shimla Dharamshala, Mandi and TTR headquarter within a month of the supply.

8. Repair and Maintenance

- i. The Supplier shall provide & maintain one Technical helpdesk (accessible on phone number & e-mail) between 08:00 A.M. to 08:00 P.M. on all days
- ii. The Supplier shall develop ticketing mechanism reflecting the time and date of the complaint with proper audit trail for tracking the complaint.
- iii. Within 24 hours of the issue of the ticket, the supplier would arrange for repair of the device on the site itself or inform if the device needs to be brought to its Spare & Repair Centre at Shimla. This process would be kept on record.
- iv. Helpdesk should try to resolve the complaint as quickly as possible. In cases where the nature of problem requires more than 24 hours a second ticket number should be issued

- reflecting the time and date of when the device is deposited at the Spare & Repair centre at Shimla.
- v. A Spare & Repair centre should be maintained at Shimla. It should be working on all days 08:00 A.M. to 08:00 P.M.
 - vi. The devices would be brought by our Police personnel to Shimla for repair. In such cases a working device should be issued till the time the repaired device has not been returned.
 - vii. A closing ticket of the complaint needs to be issued reflecting the time & date.
 - viii. The above complaint mechanism should be properly recorded in a software format so that no discrepancies crop up at the time of penalty imposition.

9. Payment Terms

- i. The supplier will submit Pre-receipted bills in triplicate (having details of concerned work- order number & Date of HIMACHAL PRADESH POLICE DEPARTMENT) in the name of Deputy Inspector General of Police H.P. Payment will be made only upon submission of the Bill along with all the completed documents. **An invoice will contain the items ordered under one Purchase Order only. Bill / Invoice shall not be combined for more than one purchase order.**
- ii. Payment will be made in Indian Rupees only.
- iii. Payment shall be done as per the following schedule:
 - a. 85 % of purchase order will be released after supply testing, inspection and handing over of the equipment with proof of delivery with original excise duty gate acceptance pass.
 - b. The balance 15% of Purchase Order i.e. **OPERATION AND MAINTENANCE** charges will be released as follows:-
 - 5% of Purchase Order (after deduction of any applicable penalties) will be released at the end of the Three Months of the period of the Rate Contract/subsequent Purchase Order.
 - 5% of Purchase Order (after deduction of any applicable penalties) will be released at the end of the Six Months of the period of the Rate Contract /subsequent Purchase Order.
 - 5% of Purchase Order (after deduction of any applicable penalties) will be released at the end of the Nine Months of the period of the Rate Contract/subsequent Purchase Order.
 - The period of the Rate Contract will start from the date on which Acceptance Letter has been accepted/signed by the successful bidder
- iv. Payments shall be subject to deductions of any amount for which the supplier is liable under the empanelment or tender conditions. Further all payments to agency will be made subject to **deduction of applicable penalty** and TDS (Tax deduction at Source) as per the income Tax Act, 1961, and other taxes, if any, as per Government of India rules.

- v. All the Vendors/Channel Partners should raise their bills in the name of Deputy Inspector General of Police, Traffic Tourist & Railways H.P. Shimla.
- vi. In case the submission of bills to Deputy Inspector General of Police H.P. Shimla, along with the necessary documents, is delayed by the agency beyond 30 days from the date of issue of bill, the entire liability towards payment of interest/penalty to the tax authorities would be on the cost of respective agencies. The entire amount will be deducted from the payment due to respective vendor.
- vii. All payments will be made through RTGS only.

10. PENALTY CLAUSE

S. No	Activity	Rate
1.	Failure in Supply & Warranty Support of the devices	Any unjustified and unacceptable delay in delivery schedule will render the agency liable for liquidated damage at the rate of 0.2% (point two percent) of the purchase order value per day for first one month, 0.4%(point four percent) per day for the second month. After that the purchase order may be cancelled. The cost of supply on such default shall be recovered from agency from its outstanding payment or BG/PBG.
2.	Failure in complaint redressal	48 hours after the issue of the second ticket a penalty of <u>0.5% of the unit cost</u> per day would start accruing. Unit cost of a single device is all inclusive (GST+ cost of equipment)
3.	The competent authority also reserves the right to invoke the Security Deposit furnished by the Selected Agency at the time of signing the Contract, if for any reason of default stated in the tender, the Contract of the Selected Agency is terminated.	

11. TERMINATION FOR DEFAULT

The Competent Authority may, without prejudice to any remedy for breach of contract, by written notice of default sent to the Supplier, terminate the agreement in whole or in part if:

- i. The Supplier fails to perform any or all of the obligations within the time period(s) specified in the agreement or any extension thereof granted by the Competent Authority.
- ii. The quality of the delivery of e-challaning Devices and accessories is not up to the satisfaction of the Competent Authority.
- iii. The Supplier fails to perform any other obligation under the agreement.
- iv. The Competent Authority may at any time terminate the contract by giving written notice to the Supplier without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred thereafter to the Competent Authority.

- v. In case of termination of contract as mentioned above all Bank Guarantee furnished by Supplier shall stand forfeited.

12. BIDDER'S SERVICE CENTRE & PERSONEL

The Bidder/OEM should have its own ISO certified service centre preferably in Shimla for service and repair of e-Challaning devices and shall have to provide such qualified and experienced personnel as are required to perform the services. **(Form-IV)**.

13. ARBITRATION

All disputes shall be settled within the jurisdiction of the High Court of Himachal Pradesh. 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.

14. RIGHT OF INSPECTION

- i. The competent authority or any other officer nominated by him/her, shall have the right to inspect the manufacturing premises of these e-challaning devices.
- ii. The supplier must have suitable facilities at his establishment / workshop for carrying out various performance tests on the equipments. A functional & reliability test may be carried out at the Bidders centre or any other place decided by this office. Cost whereof will be borne by the Bidder. Reliability of the e-challaning Devices shall be demonstrated to the satisfaction of the purchaser.

15. WARRANTY / MAINTENANCE

- i. Bidder shall provide Warranty for five year unless otherwise specified in the technical specification of the item in respect of the e-Challaning Devices and accessories supplied to H.P. Police.
- ii. During the warranty period the parts of the e-Challaning devices that are being repaired would be done free of cost unless it has been found that the damage occurred because of the mishandling by the police personnel/user.
- iii. During the term of warranty the penalty clause as elaborated will be applicable.

16. OTHER CONDITIONS

The Director General of Police HP may cancel the tender and all proceedings relating thereto without assigning any reason. The decision of the Director General of Police, HP Shimla shall be final as regards the acceptability of Tendered items and items supplied by the Bidder and Director General of Police PHQ, Shimla HP shall not be required to give any reason in writing otherwise at any time for rejection of the Tender or items.

17. PERFORMANCE SECURITY DEPOSIT

The successful Bidder will be required to furnish a Security Deposit 10% of gross value of tender in the shape of FDR / Bank guarantee issued by any Indian Nationalized Bank. Performance Security shall remain valid for a period of five years after the issue of acceptance letter from the date of completion of contract including warranty to the best of satisfaction of Procuring Department.

18. AGREEMENT

The successful Bidder will have to enter into an agreement with HP Police for materializing the contract within 15 days on non-judicial stamped paper. Draft copy of the Agreement is attached for perusal of the bidders.

**Sd/-
Deputy Inspector General of Police,
Traffic Tourist & Railways,
H.P., Police, Shimla-171002.**

Annexure-A**TECHNICAL MINIMUM SPECIFICATIONS OF E-CHALLANING DEVICES.**

General Specification	
Parameter	Specification
Processor	1.5 GHz Quad/Hexa/Octa-Core 64 bit processor
Memory :	4GB RAM, 32GB Internal storage, expandable micro SD card slot support up to min 64GB
Interface	Micro USB 2.0
Wireless	WLAN (IEEE 802.11 a/b/g/n), 2G,3G ,4G LTE
Communication	Class 2.0, Bluetooth 4.0
Power	Rechargeable battery 4300 mAh (Li-ion battery), with fast USB charging, last for at least 8 hrs of use in the field suitable mechanism for charging from 220V standard AC power supply alongwith Vehicle charger must be provided
Camera	Rear Camera 8 MP, Autofocus, night vision capacity, LED flash
Display and Keypad	4.7 inch HD or higher, (1280X720 or higher) Capacitive touch screen with corning gorilla glass-5 Anti Scratch, LED backlight, on screen qwerty keypad, support electronic signature capture and readable in sunlight.
Storage	Micro SD slot 32 GB Class-6
Global positioning System (GPS) / GLONASS	Integrated GPS, Autonomous, Assisted GPS (a-GPS) for location of challan place and Geo-tagging
Reader	IC Card and MSR Card supported with PCI 4.0 Compliance and EMV L1 & L2 (Europay Master Card and Visa) Certificate Smart card reader minimum 1 number of contact type smart card reader & writer (SCOSTA Compliant)
Operating Conditions	Operating Temperature -10 to +50 degree Celsius, operating Humidity 10% ~90% non condensing
Rugged Structure	Drop Specification: at least 4 ft multiple drop as per MIL-STD 810G Ingress Protection (Water & Dust Proof): IP 67 or higher (If printer not inbuilt, For Printer minimum 4 Ft. multiple drop with Ingress Protection), Drop test performance test as mentioned in Acceptance Testing Process & Penalty.
Dimensions and Weight	Dimensions (HxWxL) compact Design weight less than 800 gms.
Indication	Suitable indication on Equipment for charging, low battery, connectivity etc
Voice & Audio	Built in speaker good quality speaker
Features	Real time clock with Battery backup Operating System and application drivers:- Android latest version. Suitable driver application CD should be provided. Lightweight and should be easy to hold in the palm.
Accessories	User manual USB connectivity Cable Terminal cover casing Normal Charger Car / Motorcycle Charger Car /Motorcycle Charge for Printer if not inbuilt Additional Battery Li-ion 4300 mAh 32 GB micro SD Card or higher Printing Stationery Rolls(print shall last for at least one year)

Printing method	2" or Higher "thermal / Dot Metric Printer integrated with Bluetooth hand held devices.
Warranty/Support	five Years

FORM- I

(To be Enclosed with Pre-Qualification Bid)

Bidder's Reference Number and Date:		
Bidder's Name and Address:		
Person to be contacted:		
Designation:		
Telephone No.	Fax No.	E-mail Id-

To,
The Chairman,
Departmental Purchase Committee,
Traffic Tourist & Railways
HP Police Shimla-171002.

Subject:- Tender for supply of e-challaning Devices and accessories.

Dear Sir,

We, the undersigned, having read and examined in detail the specifications and all tender documents in respect of "Tender for supply of e-challaning Devices and accessories" and do hereby propose to make the supplies mentioned in the Tender Document.

Price and Validity: All the prices mentioned in our tender are in accordance with the terms as specified in the proposal documents. We do hereby confirm that our offer includes all taxes, duties, charges, F.O.R. destination etc. We agree to abide by this bid for a period of 6 months from the technical bid opening date and it shall remain binding upon us and may be accepted at any time before the expiration of that period. This bid together with your written acceptance thereof and your notification of award shall constitute a binding contract between us. During the period, the HP Police will have right to demand additional quantity.

Deviations:- We declare that all the services shall be performed strictly in accordance with technical specifications and other conditions of the Tender documents except the deviations as mentioned in the /Technical Compliance Statement (Form-V) and Deviations from tender document conditions (Form-VI). Further, we agree that additional conditions, if any, found in the proposal documents, shall not be given effect to.

Time Schedule: We further declare that we have the capacity and shall deliver entire material within 60 days from the date of purchase order.

Proposal Pricing: - We further declare that the prices stated in our bid are in accordance with your terms and conditions in the proposal document.

Qualifying Data: We confirm having submitted qualifying data as required by you in your tender document. In case you require any further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same.

Agreement Performance Security: We hereby declare that in case the contract is awarded to us, we shall submit Bank Guarantee as per terms and conditions of the tender document and agreement of contract.

We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief and nothing is concealed.

We have noted the contents of Agreement and agree to abide by terms and conditions in the same.

The bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid you may receive.

The undersigned is competent and duly authorized by the Bidder company/entity to sign this document.

Thanking You

Yours Faithfully

(Signature)

Name: -----

Date: -----

Designation & Authority: -----

Place: -----

Seal: -----

Business Address: -----

FORM- II**(Technical Form Enclose with Pre-Qualification Bid)****Particulars and Eligibility of the Bidder Particulars of the Organization****(TO BE FILLED UP BY THE BIDDER)**

S. No.	Particulars	Bidder Statement
1.	Tender for the item.	
2.	Name of Make & Model No. of quoted item	
3.	Name and full address of the Bidder	
4.	Registered Office with full address, Telephone No(s), Fax no(s), E-mail address, Website URL.	
5.	Attested certificate of Registration with Registration No. of tendering firm under Company Act 1956/Indian Partnership Act or any other law for the time being force.	
6.	Name of Manufacturing company	
7.	Address of ISO certified Service Center in India	
8.	Production Place & Year of item	
9.	BIS certificate detail of quoted item	
9. (a)	In case of Bidder being OEM – Annual production capacity of item and order already at hand to be executed.	
(b)	In other cases - (i) quantity [for the item tendered] already in stock of bidder.	
	(ii) quantity supplied to other purchasers during previous F.Y.	
	(iii) quantity for which purchase order for other purchaser are already in hand to be executed in this F.Y.	

(Signature)

Name: -----

Date: -----

Designation & Authority: -----

Place: -----

Seal: -----

FORM –II A**(Financial Status Enclose with Pre-Qualification Bid)****Particulars and Eligibility of The Bidder Particulars of the Organization****(TO BE FILLED UP BY THE BIDDER)**

Sr. No.	Particulars	Bidder Statement
1.	Tender for the item.	
2.	Name and full address of the Bidder	
3.	Date of Establishment of tendering firm.	
4.	Registered Office with full address, Telephone No(s), Fax no(s), E-mail address, Website URL.	
5.	Income Tax Registration number. (PAN)	
6.	Attested Income Tax Return for 2015-16, 2016-17, 2017-18	
7.	GST Registration No. (Central and State).	
8.	Whether GST Return submitted by latest.	
9.	Annual turnover of the tendering firm should be attached as per FORM -VIII	
10.	Data for executed purchase order received from state police/ UT in favor of required items for last five years as per FORM -III	
11.	Whether Bidder has any office/ factory/service centre or other establishment is in H.P. If so detailed address of the same and the activity carried on there.	
12.	Name and addresses and designation of the persons who will represent the Bidder while dealing with the Himachal Pradesh Police Headquarter, Shimla (Attach letter of authority)	
13.	He must be authorized by OEM valid letter of authorization should be attached	
14.	Details of service network in India- details of engineers and person to be entrusted with the responsibility of maintenance / service should be attached along with their technical qualification and experience. If the Bidder proposes to provide service with the arrangement with some other company/ Firm/ Agent/ Franchisee/ Associate etc., then details of such arrangements and consent be provided with. In that case the qualification and experience details of those associates etc's personnel should be given.	

Date: -----

Place: -----

Signed: -----

Name: -----

Designation : -----

For and on behalf of: -----

FORM –II B
(Enclose with Pre-Qualification Bid)
Eligibility Conditions

(Tick where applicable) Document

Sr no	Qualifications	Yes	No	Remarks (Description, Page No. / Flag No.)
1	If Bidder is not OEM, the same should be authorized by OEM (Original Equipment Manufacturer) to quote against this tender for the requirement of H. P. Police. Proposal without proper letter of authorization shall be rejected.			Attach letter of authorization in original from OEM.
2	The Bidder should have successfully executed and completed purchase orders of Quoted e-challaning Devices and accessories in Govt./ Govt. Undertaking / PSU in last five years (i.e. 2013-14, 2014-15, 2015-2016,2016-2017,2017-2018). Copy of PO must be enclosed as proof.			Attach purchase order and Completion Certificate & all other relevant Information/Documents as per the requirement.
3	At the time of Bid, Bidder must not be blacklisted from any Govt. Organization / Body.			FORM- VIII Attached
4	The Bidder should have ISO certification for its product.			Attach attested copy.
5	The Bidder must be a registered dealer under any State's GST Act and also under Central GST Act.			Attach attested copy
6	The support personnel must be capable to provide maintenance and support services independent of principals, in India for the e-challaning Devices being offered.			Attach relevant documents as per the requirement.

7	The Bidder must submit relevant documents / certificates / authorizations from the O. E. M./ Principals in respect of products and its services to be made available.			Attach relevant documents as per the requirement
---	---	--	--	--

Date:

Place:

Signed:

Name:

Designation:

For and on behalf of:

FORM - III

PERFORMANCE STATEMENT

S. no	Financial Year	Name & address, Telephone no and fax no of purchaser to whom e-challaning Devices have been supplied	Description of the sold e-Challaning Devices Name of Make & Model	Quantity of sold e-Challaning Devices.	Purchase Order No. & Date issued by Purchaser/ Supply order/work order	Value of contract / Purchase Order

As of this date, the information furnished in all parts of this form is accurate and true to the best of my knowledge. I have no objection in getting this information verified by the Chairman, Departmental Purchase Committee, Traffic Tourist & Railways, Himachal Pradesh Police, Shimla-2 in any covert or open manner, as may deem fit.

Date: -----

Place: -----

Signed: -----

Name: -----

Designation: -----

For and on behalf of: -----

FORM – IV

Detailed information of service centre within India & personals deployed there is to be provided by all Bidder.

S.No.	Name	Designation	Qualification	Contact No.	Full address of Local service centre

Date: - - - - -

Place: - - - - -

Signed: - - - - -

Name: - - - - -

Designation: - - - - -

For and on behalf of: - - - - -

FORM -V

Detailed Compliance statement to be provided by all Bidder.**Technical Compliance Statement**

Detailed Compliance Statement is to be provided by all Bidder. Failure to provide compliance will lead bid being summararily rejected.

Make and Model offered of e-challaning Devices. _____

Specification stated as stated in Annexure-A		Compliance Yes or No	Deviation if any
Parameter	Specification		
Processor	1.5 GHz Quad/Hexa/Octa-Core 64 bit processor		
Memory :	4GB RAM, 32GB Internal storage, expandable micro SD card slot support up to min 64GB		
Interface	Micro USB 2.0		
Wireless	WLAN (IEEE 802.11 a/b/g/n), 2G,3G ,4G LTE		
Communication	Class 2.0, Bluetooth 4.0		
Power	Rechargeable battery 4300 mAh (Li-ion battery), with fast USB charging, last for at least 8 hrs of use in the field suitable mechanism for charging from 220V standard AC power supply along with Vehicle charger must be provided		
Camera	Rear Camera 8 MP, Autofocus, night vision capacity, LED flash		
Display and Keypad	4.7 inch HD or higher, (1280X720 or higher) Capacitive touch screen with corning gorilla glass-5 Anti Scratch, LED backlight, on screen qwerty keypad, support electronic signature capture and readable in sunlight.		
Storage	Micro SD slot 32 GB Class-6		
Global positioning System (GPS) / GLONASS	Integrated GPS, Autonomous, Assisted GPS (a-GPS) for location of challan place and Geo-tagging.		
Reader	IC Card and MSR Card supported with PCI 4.0 Compliance and EMV L1 & L2 (Europay Master Card and Visa) Certificate Smart card reader minimum 1 number of contact type smart card reader & writer (SCOSTA Compliant)		
Operating Conditions	Operating Temperature -10 to +50 degree Celsus, operating Humidity 10% ~90% non condensing		
Rugged Structure	Drop Specification: at least 4 ft multiple drop as per MIL-STD 810G Ingress Protection (Water & Dust Proof): IP 67 or higher (If printer not inbuilt, For Printer minimum 4 Ft. multiple drop with Ingress Protection), Drop test performance test as mentioned in Acceptance Testing Process & Penalty.		
Dimensions and Weight	Dimensions (HxWxL) compact Design weight less than 800 gms.		
Indication	Suitable indication on Equipment for charging, low battery, connectivity etc		
Voice & Audio	Built in speaker good quality speaker		

Features	Real time clock with Battery backup Operating System and application drivers:- Android latest version. Suitable driver application CD should be provided. Lightweight and should be easy to hold in the palm.		
Accessories	User manual USB connectivity Cable Terminal cover casing Normal Charger Car / Motorcycle Charger Car /Motorcycle Charge for Printer if not inbuilt Additional Battery Li-ion 4300 mAh 32 GB micro SD Card or higher Printing Stationery Rolls(print shall last for at least one year)		
Printing method	2" or Higher "thermal / Dot Metric Printer integrated with Bluetooth hand held devices.		
Warranty/Support	Five Years		

[Specifications included warranty, maintenance and service conditions specified for each item in details for each item at annexure 'A'. It would also include the commitment to provide spares for next 5 years at agreed price.]

(*Attach Manufacturer's brochures / pamphlets)

Date: -----

Place: -----

Signed: -----

Name: -----

Designation: -----

For and on behalf of: -----

FORM - VI
Deviations from Tender Document Conditions

Sl no	Clause no	Page no	Deviations	Reasons
1				
2				
3				
4				

Date: -----

Place: -----

Signed: -----

Name: -----

Designation: -----

For and on behalf of: -----

FORM – VII
FINANCIAL STATUS

(must be enclosed with the “Pre-Qualification Bid” as given below)

Financial Status of Bidder (Supplier) within last three years

Full Name of Bidder (Supplier) Firm :			
Full Address of Bidder (Supplier) Firm :			
Phone No. :			
Fax No. :			
E-mail :			
S.No.	Financial Year	Annual Turnover of Bidder (Supplier) Firm in Indian Rupees	Audited Balance sheet enclosed (Page No.)
1	2	3	4
1	2015-16		
2	2016-17		
3	2017-18		

Signature

Name

& Seal of the Bidder (Supplier)

FORM - VIII

Following Declaration duly filled in must be enclosed with the “Pre-Qualification” as given below :-

:: DECLARATION ::

I, (Name of M.D./ Proprietor of firm).....son
of.....of M/s (Name of firm and full
Address).....

.....have read all the Terms and Conditions of
the tender given above. These are acceptable to me. Earnest Money in the form of demand draft (Made
with any Indian nationalized Bank) of Rs.....(In words)
.....in favour of The Deputy
Inspector General of Police, Traffic Tourist & Railways, Himachal Pradesh Police, Shimla-2 payable at
Shimla, is enclosed herewith.

I, (Name of M.D./ Proprietor of firm).....son
of.....of M/s (Name of firm and full
Address).....

.....certified that we are registered and
experienced firm for this work and truly manufacturing / trading since(date) We also
certify that we are **not black listed** by any State or Central Govt. / University / Bank / Corporation /
Autonomous institute etc. Each page of tender documents is duly signed with seal by us. We undertake to
adhere the ethical commitment as required in this tender mandated by the law.

Place :

Date :

Signature

**Name & Seal of the
Bidder
(Supplier)**

Draft Agreement

AGREEMENT

The contract agreement is between the HP Police (Purchaser) & M/S _____ (Contractor) from _____ to _____. But in the event of any breach of the agreement of 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 e-challaning Devices and accessories of technical specifications as mentioned in Annexure-A, of the rate contract from time to time in such quantities as may be entered in the supply order sent at the rates quoted. 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 equipments as given in Annexure-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 to 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 Bidders and award parallel rate contract to any or all of the participating Bidders.
3. The equipments to be supplied under this contract will be of the quality equal and answerable in every respect to the specifications given at Annexure-A 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 consignee to send samples submitted by the Bidder/contractor to any laboratory for lab test report and the cost thereof will be borne by the Bidder/ 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 equipments must be dispatched within 60 days of the receipt of supply order by the contractor.

7. Conditions as to time for performance whether laid down therein or in any terms 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 consignee or any other Officer or person duly authorized by authority 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. The contractor shall provide without any extra charge all materials, tools including testing appliances, for making necessary tests for the purpose of ascertaining whether the same are in accordance with the technical specifications, 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/workshop and shall pay all cost attendants thereon.

9. The bill will be prepared in triplicate and submitted by the contractor to the consignee for direct payment. The amount will be paid as per payment terms mentioned in tender document on receipt of stores, in good condition after their verification/inspection/survey as regards specification etc.

10. If, during the currency of the contract the specification of any equipment to be supplied there under be changed the contractor shall continue to comply with demands for the supply of the said equipment 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.

11. In the event of withdrawal or discontinuance of any equipment and consequent ceasing of or reduction in demand the contractor shall not be entitled to any compensation.

12. The delivery mentioned in the tender document 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 mentioned penalty clause of tender document.

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

14. 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.

15. Upon the breach of any of the terms or conditions of this agreement by the contractor it shall also be lawful for the purchaser to forfeit the security deposit or impose such penalty as he may deem fit and recover the same from any other payment to be made to the supplier.

16. The tender document as submitted by the contractor at the time of submission of the bid shall be taken as the part of this agreement and conditions set forth therein shall be binding on the contractor.

17. 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:

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 Annexure 'A' and the contractor/seller hereby guarantees that the said stores/goods/articles would continue to confirm to the description and quality aforesaid for a period of **60 months** from the date of delivery of the said goods/stores / articles to the purchaser, if during the **aforesaid period of 60 months** the said stores/articles/goods be discovered not to conform to the description and quality aforesaid or not giving the satisfactory performance or have deteriorated and the decision of the purchaser in that behalf shall be final and binding on the contractor and the purchaser shall be entitled to call upon the contractor to rectify such e-Challaning devices found to be defective by the purchaser within a reasonable period of such specified period as may be allowed by the purchaser in his discretion on an application made thereof by the contractor and in such a event, the above mentioned warranty period shall apply to the goods/articles/stores rectified from the date of rectification thereof. In case of failure of the contractor to rectify or replace the goods etc. within specified time, the purchaser shall be entitled to recover the cost with all expenses from the contractor for such defective stores.

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 ___/___/2018 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 _____ 20 .

Dated

Director's Signature
Seal

Dated
(In either case)

Secretary's Signatures

In the presence of Witnesses:-

1.....

2.....

Signature of _____
On behalf of the Government of Himachal Pradesh