

POLICE HEADQUARTERS HIMACHAL PRADESH
SHIMLA-171002

TENDER NOTICE

Sealed Tenders are invited from manufacturers or authorized dealers for the supply of items of Uniform & Equipment of Police personnel, on the basis of requirement, by Demanding/Indenting Officers. Tender Forms and other documents containing list of items along with specifications can be obtained from P&L Branch, Police Headquarters, Nigam Vihar, Shimla, (H.P.) on any working day after 28.04.2018 between 10 A.M. to 5 P.M. by depositing Rs.500/- (non refundable) as Tender Form price either in cash or by Bank Draft. Tender Form can also be downloaded from HP Police Website before the time fixed for receipt of tenders.

2. The Tenders along with samples, lab test reports, etc. will be received on **22nd May,2018 upto 1.00.P.M** at Reception Counter office of the Director General of Police, Nigam Vihar, Shimla and kept in locked box and the key of the box will be kept in the custody of Superintendent P&L Branch.

3. The tender shall be opened on the same day at 3.00 P.M. 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, in the form of FDR duly pledged in the name of the Drawing & Disbursing Officer, Police Headquarters, Nigam Vihar, Shimla. The tenders without earnest money and other required documents shall be rejected as invalid. The Director General of Police, H.P. or the Chairman Purchase Committee for Uniform and Equipments reserves the right to accept or reject any or all of the tenders without assigning any reason.

Sd/-
FOR DIRECTOR GENERAL OF POLICE,
HIMACHAL PRADESH,SHIMLA-02

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

Tender Notice No. : P&L (3) RC-U&E-I/2018
 Date and time of receipt of Tender : 22.05.2018 up to 1.00.PM.
 Date and time of opening : 22.05.2018 at 3.00 P.M.
 Price of Tender Form Set : Rs. 500/-

ANNUAL RATE CONTRACT FOR THE SUPPLY OF :-

SCHEDULE-A

PART-I

TECHNICAL BID

Sr. No	Name of item	Required specifications	Requirement as per Note 3,4 & 5 below	Specifications of tenderers
1	2	3	4	5
1.	Woollen Jersey	1. Jersey woollen Khaki or any other colour Conforming to specification No. G/Tex/W-69/identification of Fiber (IS:667:1981) (R.A. 2008) with latest amendments. Fiber composition all wool 100% wool of fine quality. 2. Y. Neck, Plain Knitted, without Pockets, All sizes, Border size 6 cms. Arm Border size 7 cms. 3. Cloth of shoulder strips 6 inches x 4½ inches Cloth of Arms strips 12½ inches x 3½ inches.	Test report from State/ center Govt. Approved/ NABL accredited Labs	
2.	Overall Dungree/Combat Dress	Colour Khaki camouflage IS Specification No. 177/1989 of superior quality Drill Cotton Cloth two Pieces, as per police pattern, all sizes. Marked with Himachal Police Logo and the name of Himachal Police, front lift upper side.	-Do-	
3.	Coat Parkha	Coat Parkha Conforming to IS Specification No.2422/1985 read with IND/4589 (a) (b) O.G. colour.	-Do-	
4.	Pugree Cloth	1. Pugree Cloth Conforming to IS specification No. IS: 7119-1973 (Cotton cloth) with upto date amendments, (Khaki or any other colour) 2. Width-84 cms. Length 4-50 mtrs. 3. Khaki or any other colour.	-Do-	
5.	Serge Cloth	1. Serge Cloth Conforming to IS Specification No. 2319-1987. Variety No. 1 With latest amendments, Khaki or any other colour. Width-142 cms. 2. Composition: Wool 85% Polyester 15%	-Do-	
6.	P.T.T. Shirts	1. White P.T. vest Conforming to IS Specification No. 4964:1991 with latest amendments, variety No.1 T Shirt with collar, Half sleeve.	-Do-	
7.	Nylon Socks	Nylon Socks Conforming to IS Specification No.5084:1990 with latest amendment, Variety No. 1 Khaki or any other colour.	-Do-	

Sr. No	Name of item	Required specifications	Requirement as per Note 3,4 & 5 below	Specifications of tenderers
1	2	3	4	5
8.	Hunter Boot	Hunter Boot (Ankle Boot Duck). Size 5 to 11 as is being used by ITBP. Polyester blended Duck Ankle Boot rubber sole to G/Tex/Misc/55/Boots rubber and as per general technical requirements in O.G. colour.	Test report from State/ center Govt. Approved/ NABL accredited Labs	
9.	Web Belt Nylon	Web Belt 100% Nylon Black. Length-54 inches open full. Width-2 ¼ inches without loop & eyelets, fitted with Carbon Steel buckles bearing name of district/battalion allotted to NGOs Grade- II of district/ battalion Police.	-Do-	
10.	Anklet White	Anklet White Heavy Rexine with durable zipper Height front-35 cms. Back-28 cms. All sizes.		
11.	Revolver Holster Brown	Revolver/ Pistol Holster Brown leather Colour, Length-8 inches, Width-4 inches, back side with single belt loop of leather length-4½ inches, Width-2 ½ inches & Velcro strip with two press button.	-	
12.	Frog Web	1. Frog web double loop Material-Nylon Black. 2. Length-Standard sizes.	-	
13.	Peak Cap (Ceremonial)	1. Peak Cap Gabardine cloth of Khaki 2. Black visor of Rexene. Black leather belt of 2 cms. Width above visor. Golden Yellow Band of 2 cms. Width above belt. For ceremonial occasions NGOs Grade-1.	-	
14	Ribbon	Ribbon Bright Dark blue colour & Golden Yellow width 2 cms (1cm.Dark Blue & 1 cm. Golden Yellow) Silk cloth superior quality.	-	
15	Insignia Mounted Police	Insignia of Dog Squad Police (fused) Size Width 6 cms. & Height 7 Cms. attractive Colour pattern.	-	
16.	Insignia Dog Squad	Insignia of Mounted Police (fused) Size Width 6 cms. & Height 7 Cms. attractive Colour pattern.	-	
17.	Insignia Tourist Police	Insignia of Tourist Police (fused) Size Width 6 cms. & Height 7 Cms. attractive Colour pattern.	-	
18	Insignia Investigation Officers	Insignia Investigation Officer (fused) Size Width 6 cms. & Height 7 Cms. attractive Colour pattern.	-	
19.	Formation Sign	Formation Sign (fused) Size Width 6 cms. & Height 7 Cms. attractive Colour pattern.	-	
20.	Leather Belt Brown	Leather Belt Brown Colour superior leather with H.P.P. Plate with brass clamp with rectangular metal plate.	-	
21.	Scraf HPP	Scarf Bright Dark blue & Golden yellow with white Crest bright H.P.P. crest Scarf neck belt width 5 cms. Scarf width 18 cms. Length 26 cms.	-	
22.	Shoulder Flap	Shoulder flap Bright Dark Blue & Yellow Width 4 cms.(2 cms each of blue/yellow portion) Nylon cloth with lining of Buckram.	-	
23.	Kamar Band	Kamar Band bright blue & Golden Yellow. Width 12 cms. & length as per measure of individuals. Nylon cloth with lining of Buckram.	-	

Sr. No	Name of item	Required specifications	Requirement as per Note 3,4 & 5 below	Specifications of tenderers
1	2	3	4	5
24.	Snow Goggle	Single lens of polycarbonate single layer non- breakable lens, flexible urethane frame, elasticized comfortable seal of single layer foam, specially formulated fog redact on treatment, lens venting to reduce interior moisture, textured interior surface of the lens for glare reduction.	-	
25.	Hook Set for Trousers	Hook set of stainless steel for front loop of Trousers.	-	
26.	Tich Button	Superior quality Tich/ press button.	-	
27.	Kullah	1. Kullah Golden yellow as per Police Pattern. 2. Height 21½ cms.	-	

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.
- (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.
2. Taxes other than GST, if any, applicable 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.
3. In case of an authorized dealer, latest (not more than one month old) self attested copies with stamped authorization from the principal manufacturer must be attached with the tender.
4. So far as items mentioned at Sr. No. 1 & 5 of Schedule-A are concerned, latest attested copy of manufacturing proof of the principal manufacturers should be enclosed.
5. All the Industrial units of Himachal Pradesh registered with the Store Purchase Organization and the industrial units registered with the NSIC will be supplied tender forms free of cost for such items for which they are registered with them on the production of attested copy of valid registration certificate.
6. Latest test reports in respect of the items mentioned at Sr. No.1,2,3,4,5,6,7,8 & 9 of Schedule-A 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 months from the date of test of sample.
7. The Department has the right to go for second opinion of test report.
8. Samples should be sealed & enclosed for each item. Samples of approved quality/ material/pattern and which fulfill technical requirement shall be considered. The rates should be quoted both in figures and words.
9. Test report should specify that the tested samples conform to the relevant ISI specification code. A portion from the sample provided to the committee for approval should be tested and sealed with the test report and the original sample.
10. The Director General of Police, H.P./Chairman, of Purchase Committee for uniform reserves the right of rejection/approval of all or any of the tender.
11. The bidders whose supplies of single items value Rs.10.00 lacs and above may be required by the Purchase Committee to submit a evidence of annual turnover for last three years duly certified by Chartered Accountant.

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 documents are 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

Sl. No.	Name of Item	Appr. supply	Earnest money (As per terms & conditions under Sr. No.(i))	Security money (As per terms & conditions under Sr. No.1 (iv))
1.	Woollen Jersey	16173		
2.	Overall Dungaree/Combat Dress	970		
3.	Coat Parkha	1199		
4.	Pugree Cloth	3681 mtr.		
5.	Serge Cloth	7662		
6.	P.T.T. Shirts	16356		
7.	Nylon Socks	20761		
8.	Hunter Boot	2316		
9.	Web Belt Nylon	2986		
10.	Anklet White	2660		
11.	Revolver Holster Brown	792		
12.	Frog Web	1423		
13.	Peak Cap (Ceremonial)	85		
14.	Ribbon	745		
15.	Insignia Mounted Police	-		
16.	Insignia Dog Squad	01		
17.	Insignia Tourist Police	230		
18.	Insignia Investigation Officers	667		
19.	Formation Sign	8555		
20.	Leather Belt Brown	983		
21.	Scraf HPP	1100		
22.	Shoulder Flap	1190		
23.	Kamar Band	1030		
24.	Snow Goggle	640		
25.	Hook Set for Trousers	32119		
26.	Tich Button	50336		
27.	Kullah	300		

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

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

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

However, as and when the name of a firm is included in the approved list of contractors and it deposits the appropriate permanent earnest money, the condition of depositing earnest money along with the tenders would not apply. Registered local Micro & small scale enterprises, which are also registered with the State Store Purchase

Organization, shall be exempted from the deposit of permanent earnest money and also earnest money along with the tenders for such items. Similarly small scale industrial units registered with the 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 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 this condition.

iii) When quotations are invited for supply of stores valuing less than Rs.10,000 the tenderers 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 /stockists shall deposit the amount of security money and be regulated in the following manner, while entering into rate contract with firms:-

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

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

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

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

4. The FDR s should be rounded off to next stage as convenient to the Banks.

5. The validity of Rate Contract shall be initially for a period of one year from the date of issue of R.C. Extension of Rate Contract will be subject to continuity of requirement and satisfactory performance. However the decision of the Chairman, Departmental Purchase Committee for uniform/ Head of Department will be final to extension.

PART-II
FINANCIAL BID

Sr. No	Name of item	Units	Rate in Rs.	GST	Other taxes, if any	Total
1.	Woollen Jersey	01 No.				
2.	Overall Dungree/Combat Dress	01 No.				
3.	Coat Parkha	01 No.				
4.	Pugree Cloth	01 Mtrs.				
5.	Serge Cloth	01 Mtrs.				
6.	P.T.T. Shirts	01 No.				
7.	Nylon Socks	01 Pair				
8.	Hunter Boot	01 Pair				
9.	Web Belt Nylon	01 No.				
10.	Anklet White	01 Pair				
11.	Revolver Holster Brown	01 No.				
12.	Frog Web	01 No.				
13.	Peak Cap (Ceremonial)	01 No.				
14.	Ribbon	01 Metr.				
15.	Insignia Mounted Police	01 No.				
16.	Insignia Dog Squad	01 No.				
17.	Insignia Tourist Police	01 No.				
18.	Insignia Investigation Officers	01 No.				
19.	Formation Sign	01 No.				
20.	Leather Belt Brown	01 No.				
21.	Scraf HPP	01 No.				
22.	Shoulder Flap	01 Pair				
23.	Kamar Band	01 No.				
24.	Snow Goggle	01 No.				
25.	Hook Set for Trousers	01 Pair				
26.	Tich Button	01 Pair				
27.	Kullah	01 No.				

1. Following documents should be attached with tender:-

- i. Copy of Tax Identification No. (TIN) duly self attested.
- ii. The bidder shall have to submit rates/prices of items duly filled in Part-II, signed and stamped.

2. (i) As per Rule 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 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 .

3. The rates should be quoted exclusive of GST. At the time of tendering if any exclusive GST may be mentioned separately. 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 fulfill technical requirement as well as reasonable on rates shall be considered.

5. Every page of the tenders should be signed and stamped by the tenderers.

Name Address & signature of the tender

ANNEXURE-II

TENDER FORM

DIRECTOR GENERAL OF POLICE, HIMACHAL PRADESH, SHIMLA-171002.

(INSTRUCTIONS TO TENDERERS)

1. Tenders must be sent in a properly sealed (*sealed with the impression of company /firm's seal*) envelopes addressed to the Director General of Police, Himachal Pradesh, Shimla-171002, by designation and not by name. The quotations must be super scribed "**Tenderers" for the supply of Uniform & Equipment items of Police personnel during the year 2018-19" as called for in the tender notice date.**" The quotations must reach the Director General of Police, H.P. Shimla-171002 on or before **22nd May,2018** up to 01..00 PM of the date 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 shall not be over written. Tender shall always be both in the figures and words. The words "No Tenders" should be written across any of all the items in the schedule for which a tenderer does not wish to tender. Any omission in filling the columns of units and rates may debar a tenderer from being considered. All corrections must be signed by the enterers.
4. Samples must be sent of all items quoted for wherever required and specifically mentioned in the Schedule "A". Such samples must be submitted and delivered in person or through their authorized representative in the Office of the Director General of Police, Nigam Vihar, Himachal Pradesh, Shimla-171002. Sample should bear a sealed label marked with the tenderers 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 Director General of Police, H.P. Shimla-2, failing which the samples will become the property of Government and no claim thereof will be considered. Loss of samples or damage or wear and tear or injury by testing, exposure, experiment etc. shall be no ground for compensation in any form. Similarly, the successful party who is put on rate contract shall remove their samples deposited against the rate contract after 90 days and before 120 days of the expiry of the rate contract where-after the same shall become the property of the Government and will be disposed off under order of **Director General of Police, H.P. or Chairman Purchase Committee**, in such manner as they may decide without giving any notice to the contractors.

5. The Tender 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, H.P. Police PHQ , Shimla. The tenders of the firms who have deposited permanent earnest money or registered with the Controller of Stores, H.P. as local manufactures need not deposit this amount and in such cases the tenderers must send attested copy of the registration certificate. Similarly, small scale Industrial Units registered with the 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 on the award of the contract in the shape of FDR duly pledged in favour of DDO, PHQ .HP. Shimla.

6. Prices should be firm, validity of rates must not be less than 90 days where the period of validity is specifically mentioned as 90 days or more and the tender 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 90 days will be taken in to account from the date of opening of tender.

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

8. 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 rate contract will be entered into by the officers concluding the rate contract under the following circumstances only:-

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

9. No tender will be considered unless and until all the documents are properly signed.

10. 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, from the date of issue of Rate Contract. The validity of Rate Contract shall be initially for a period of one year from the date of issue of R.C. Extension of Rate Contract will be subject to continuity of requirement and satisfactory performance. However the decision of the Chairman, Departmental Purchase Committee for uniform/Head of Department will be final for extension.
11. 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.
12. The Director General of Police, H.P./Chairman Purchase Committee, is authorized to debar any party or parties from future participation in the Purchase Programme of the Police Department and from having any such dealing with any Police Offices of H.P. for a period not exceeding one year from the date of issue of such orders when such parties quote rates in respect of various items of stores for which tenders were invited by the Police Department and are the lowest, but such parties decline to enter into rate contract.
13. The Tenderer who wish to file appeal against the award of rate contract may do so within 30 days of the award of rate contract and the appeal shall lie to the Principal Secretary (Home) to the Government of Himachal Pradesh, Shimla-2 or any other authority as may be notified by the Government.
14. The rate should be quoted F.O.R. destination. Word "destination" would mean-CHC store of the concerned Distt./Battalion/Units.
15. The tenderers quoting ISI marked products shall have to attach copy of the valid ISI marking license.
16. Where samples are got tested by the Department itself, tenderers will have to furnish testing fee on demand otherwise security deposited will be forfeited to the Government.
17. 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".
18. 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.
19. Inspection of factory premises can be carried out by the Director General of Police, Himachal Pradesh/Chairman Purchase Committee or their authorized representative to ensure the genuineness of the firm as well as to verify the capacity/quality of product being manufactured by the firm.
20. GST or any other taxes/levies if any, applicable 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.

21. 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.

22. 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 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.

23. Tenderers who do not fulfill the above mentioned requirement, their tender will be liable for rejection.

24. The firm shall be liable to arrange inspection of store on any location within State of H.P. as decided by the respective Indenting Officers.

25. Tenderers must submit a certificate to the effect that firm/company is not blacklisted by any State/UT/ Organizations/ Departments.

26. Tenderers must produce the bio data to the effect 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 Director General of Police/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 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 articles described in specification column of Schedule 'A', 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 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 tenderers 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 the tender and approved by the Director General of Police, Himachal Pradesh. The Contractor shall be responsible for all complaints as regard the quality. In case any of disputes regarding quality of articles, the decision of the Director General of Police will be final and binding on the contractor. It will be open to the Director General of Police/Chairman Purchase Committee or any Indenting Officer to send samples submitted by the tenderer/contractor to any laboratory for chemical analysis and the cost thereof will be borne by the tenderer/contractor.

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

5. The contractor will be responsible for damage or loss in transit and replace goods broken or lost within 10 days from the date of notice thereof.
6. All goods must be dispatched within 45 days of the receipt of supply order by the contractor unless otherwise specifically mentioned in Schedule 'A' of rate contract.
7. Conditions as to time for performance whether laid down therein or in any indent shall be always regarded as the essence of the contract.
8. The Director General of Police, Himachal Pradesh or the Chairman Purchase Committee or any of the experts attached to the Police Department of Himachal Pradesh or the Indenting Officer or any other Officer or person duly authorized in writing by the Director General of Police, Himachal Pradesh shall have the power to inspect the Stores before during or after manufacture, collection, dispatch transit or arrival and to reject the same or any part or portion after the written approval of the Director General of Police, Himachal Pradesh, if he or they be not satisfied that the same is equal or according to the samples submitted by the contractor. The contractor shall not charge or be paid for supplies rejected as above and such supplies shall be removed by the contractor at once and at his own expenses. He shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm what so ever incidental to a full and proper examination and test of such supplies. Government shall be under no liability whatever for rejected supplies and the same will be at the contractor's risk. Rejected supplies shall be removed by the contractor within 10 days after notice has been issued to him of such rejection and failing such removal, rejected goods will be at contractor's risk and Government may charge the contractor rent for the space occupied by such rejected goods.
9. The contractor shall provide without any extra charge all materials, tools, labour and assistance of every kind which the aforesaid officer may consider necessary for any test or examination which he may require to be made on the contractor's premises and shall pay all cost attendants thereon. In the case of stores inspected at maker's premises the maker shall provide all facilities including testing appliances, for making necessary tests other than special test or independent tests. Failing the facilities at his own premises for making the tests, the contractor shall bear the cost of carrying out tests elsewhere. The contractor shall also provide and deliver free of charge at such place as the aforesaid officer may direct such materials as he may require for tests by chemical analysis or independent testing machine. If for the purpose of determining the quality of stores the above said officer finds it necessary to have the stores tested at the test house or laboratory expenses incidental to the test shall be borne by the contractor. On the failure of the contractor to pay the expenses within 10 days of the receipt of intimation in this behalf from the Inspecting Officer, the Director General of Police, Himachal Pradesh, shall have the right to deduct the amount from the security deposited by the contractor and if the amount so deducted is not deposited within 10 days, the Director General of Police may treat the default as a breach agreement without further notice.

Further the aforesaid Officer shall have the right to put all articles or materials to such tests as he may think proper for the purpose of ascertaining whether the same are in accordance with the specifications or sealed sample mentioned in the tender and to cut out or off/or destroy a portion not exceeding 2% from each delivery for such purpose the quantity so cut out or off and/or destroyed as aforesaid shall be replaced by the contractor free of charge.

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

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

- (i) The number and date of the requisition.
- (ii) The designation of the requisitioning Officer.
- (iii) The designation and address of the consignee.
- (iv) The designation and address of the officer to whom the bill was sent by the Contractor.
- (v) The number of the bill and date on which the bill was sent to the officer mentioned in above.
- (vi) Full reference to reminders if issued.

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

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

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

(iv) The contractor will send to the Director General of Police/Chairman Purchase Committee, quarterly statement of the goods supplied under this arrangement in the following form which should reach before the 15th July, 15th October, 15th January and 15th April respectively :-

Name of Office	Indent No.	Name of articles	Quantity or number supplied & to whom supplied and where	Value of supplies in Rs.	Remarks
1.	2.	3.	4.	5.	6.

In the event of failure to submit the said statement within 90 days of the expiry of the rate contract the security money/earnest money deposited by the contractors shall automatically stand forfeited to the Government without any further notice to this effect.

(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 of 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 asking for enhancement of any rates agreed to in the contract or to evading any of his obligations under the contract.

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

17. (i) The contractor shall not :-

a) Assign or subject the contract without written approval of the officer sanctioning the contract.

b) Disclose details of the conditions governing this to unauthorized person (Indenting against this contract is permissible only for the bonafide use of Government departments and quasi-public and not for private parties or for the private use of the Government officers).

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

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

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

20 (i) The price charged for the stores supplied under the contract by the contractors shall in no case exceed the lowest price at which the contractor sells the stores or offers to sell stores of identical description to any person/organizations including the purchaser or any department of the Central/State Government or any statutory

undertakings of the Central/State Government, as the case may be during the period till performance of all supply orders placed during the currency of the rate contract is completed.

(ii) If at any time, during the said period the contractor reduces the sale price or sells or offer to sell such stores to any person/organization including the purchaser or any department of Central/State Government or any statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reductions or sale or offer of sale to the Director General of Police/Chairman Purchase Committee and the price payable under the contract for the store supplied after the date of coming into force of such reductions of sales or offer of sale shall stand correspondingly reduced. The above stipulation will however, not apply to:-

a) Export by the Contractor.

b) Sale of goods such as drugs which have expiry dates.

(iii) The contractor shall furnish the following certificate to the concerned purchasing Police Offices along with each bill for payment or supplies made against the rate 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 rate contract at a price lower than the price charged to the Government under the contract except for quantity of stores mentioned in such clauses a) and b) of sub para (ii) of para-20 of the Schedule 'B'.

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

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

23. The validity of Rate Contract shall be initially for a period of one year from the date of issue of R.C. Extension of Rate Contract will be subject to continuity of requirement and satisfactory performance. However the decision of the Chairman, Departmental Purchase Committee for uniform/ Head of Department will be final for extension.

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 rate 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 6 months from the date of delivery of the said goods/stores/ articles to the purchaser and that notwithstanding the fact that the purchaser (Inspector) may have inspected and/or approved the goods/stores/articles, if during the aforesaid period of 6 months 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 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 _____ 2005.

Dated

Director's Signatures

Seal

Dated

Secretary's Signatures

(In either case)

In the presence of-

i) Signature Address Description

ii) Signature Address Description

Signed by _____

Dated _____

Signature of _____

On behalf of the Government of Himachal Pradesh

INDEX FOR BIDDERS:

Sr No.	Tender Requirements	Submitted		Page No.
		Yes	No.	
1	Whether the technical bid and financial bids submitted in separate sealed envelope and separate covers duly super-scribed. The envelopes should be sealed properly.			
2.	Whether the tender form was downloaded from the internet? Whether the cost/amount of Tender (Rs.500) is deposited or not.			
3	Earnest money enclosed or exempted due to registration with Controller of Stores, NSIC.			
4.	Affidavit in case of newly Manufacturing Unit.			
	Proof of manufacturing certificate of the Principal Manufacturer only for the items specified in tender notice at Sr. No. 6 &11.			
5.	Duly authenticated authorization by principal manufacturer in case of authorized dealer			
6.	Test report for items at Sr. No. 1 to 12 as per tender schedule enclosed with bid / sample or not. Test report should be from State/Central Government approved/NABL accredited Labs.			
7.	Sample deposited for items as per Tender Schedule-A.			
8.	Self attested copy of Tax Identification (TIN)/PAN Numbers.			
9.	Certificate to the effect that firm/company is not blacklisted by any State/UT/Organizations/Departments.			
10.	Annual turnover of bidders for last three years duly certified by Chartered Accountant whose supplies of single items value is or more than Rs.10.00 lacs, by the Purchase Committee to be considered.			