

**E-TENDER NOTICE.**  
**DIRECTORATE OF POLICE**  
**COMMUNICATION & TECHNICAL SERVICES**  
**HIMACHAL PRADESH, SHIMLA-171002**  
**TELE NO. 0177-2623058, FAX-0177-2623058**  
**(E-mail: [sp-wir-hp@nic.in](mailto:sp-wir-hp@nic.in))**

**File No.CTS/5.11/2017-15939**

**Dated: 10/09/2018**

The Chairman of the Departmental Purchase committee, Police C&TS, Himachal Pradesh invites E-tender from OEM or their authorized dealers under Two Bids System i.e. Technical Bid & Financial Bid for the supply of Digital HF Transceiver 100 W Static complete along with accessories as per the details given in the Tender document.

Digital HF Transceiver 100 W Static Complete with accessories.	32 Nos.
Earnest Money	Rs. 5.00 lakh
Tender Fee/Cost	Rs. 500/-

**CRITICAL DATE SHEET**

Published Date -----12-09-2018 at 11:00 AM  
 Bid Document download Start Date-----12-09-2018 after 11:00 AM  
 Bid submission end date for online----- 04-10-2018 upto 05:00 PM  
 Bid submission end date for Hard copy-----05-10- 2018 upto 01:00 PM  
 Technical Bid opening date-----05-10-2018 at 03:00 PM

**NOTE:-**

1. The complete Tender Set can be downloaded from Himachal Pradesh Police website [www.hppolice.gov.in](http://www.hppolice.gov.in) and <https://hptenders.gov.in>. Any change/modification in the tender enquiry 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> and sealed tender also be submitted in hard copy at the office of the Superintendent of Police, Communication and Technical Services, HP, Shimla-171002.

3. For submission of e-bids, bidders are required to get themselves registered with <https://hptenders.gov.in> in website along with class-III digital signature certificates issued by CCA under IT Act-2003.

4. Cost of tender document in the form of Demand Draft/postal Order / Banker's Cheque only in favour of the Superintendent of Police, Commn. & Tech. Services, HP, Shimla and Earnest Money in the form of FDR OR BANK GUARANTY in favour of the Superintendent of Police, Commn. & Tech. Services, HP, Shimla, payable at SBI Shimla should be deposited along with hard copy of the bids in the office of the Superintendent of Police, Communication and Technical Services, Himachal Pradesh, Khalini, Shimla-171002.

5. The envelope containing tender documents should be marked on the top right, **“TENDER FOR DIGITAL HF SETS.”**

6. One Tender Sample is required to be deposited for technical evaluation/field trial in the office of the Superintendent of Police, Communication and Technical Services, Himachal Pradesh, Khalini, Shimla-171002 on or before 05-10-2018 upto 1:00 PM.

7. All other terms and conditions are specified in the tender documents.

8. All documents (except BOQ) submitted by the Tenderers should be legible and in PDF format, otherwise, it shall be liable to be rejected.

**-Sd-  
Chairman  
Departmental Purchase Committee,  
CTS, HP Police, Shimla-171002.**

**DIRECTORATE OF POLICE  
COMMUNICATION & TECHNICAL SERVICES  
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TELE NO. 0177-2623058, FAX-0177-2623058  
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**INVITATION TO TENDER**

**File No.CTS/5.11/2017**

**Dated: /09/2018**

**Detail of Stores is as under:-**

Description of Store.	Quantity (in Nos.)	Technical Specifications
Digital HF 100 Watts Static set with Morse Key, Microphone with PTT, Head Phone and all other standard accessories.	32 Nos.	As per annexure "A"
RF Cable RG-213 with connector 30 mtr. Each.	32 Nos.	
Broadband Antenna (Freq. 2 Mhz. to 30 Mhz.)	32 Nos.	
12 V/30Amp DC Power Supply Unit with battery revert	32 Nos.	

**NOTE**

**Lab test report/certificate should be got issued from Govt. of India approved Test Laboratory or test Laboratory accredited with NABL or any International recognized lab for Environmental test mentioned in annexure "A" and it may be clearly mentioned that the Lab Test report submitted meets out all requirements under Specification given, with result of Lab Test clearly mentioned in the Test Report by the Laboratory concerned.**

**GENERAL CONDITIONS.**

1. This is an invitation to bidder for 'Supply of Digital HF 100 Watts Set and accessories ' as per technical specifications **annexure-A**.
2. 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.
3. Bidders are required to fill and submit all forms attached herewith i.e. **(FORM-I to FORM-IX)**
4. It will be imperative on each Tenderer 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 by the Departmental Purchase Committee, CTS of H. P. Police.

5. Bidders are also advised to ascertain whether they meet the eligibility criteria for bidding. Bidders must quote for items in group and individual as mentioned in **Form-VII**. 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.
6. 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.
7. The successful Tenderer should have a local support set up in the country till the expiry of warranty period. Technical committee 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”.
8. The hard copy of the bid should be packed in three separate envelopes duly sealed and marked as “**Technical Bid**”, “**Financial Bid**” and “**EMD & Tender Fee**” All these three envelopes should then be packed in one larger envelop duly sealed and super scribed on the top left hand side as “**TENDER FOR DIGITAL HF SETS**” and should be sent to the office of the Superintendent of Police, Communication & Technical Services, HP, Shimla-171002 which should reach on or before bid submission end date and time for hard copy i.e. **05/10/2018 at 01:00 PM**.

**Note:**

1. The HP Police shall not be responsible for any postal delay, non-receipt or non-delivery of tenders.
2. The Committee reserves all rights to open the envelopes and examine its contents or ask for clarifications or ask for revised proposals and the decision of the committee shall be final and binding.
3. The Committee reserves all rights to reject any or all offers without assigning any reason whatsoever.
4. No bid shall be accepted through telegraphic means or over email etc.
5. The representatives (Employee/Manager/ Owner/Partner or Director) of the bidders participating in the tender meetings including Technical Evaluation Committee meetings etc. must carry authorization letters from the bidder concerned.

**VALIDITY OF THE TENDER BID**

Offer should be kept open for acceptance for a period of six months from the date of opening of Financial 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. In the absence of express indication of Tenderers it should be deemed that they are willing to keep their offer open for acceptance for a further period of six months as stipulated above.

**ELIGIBILITY CRITERION**

1. The tenderer must be in the business of manufacturing/trading/supplying the Digital HF 100 sets continuously since last 5 completed financial years. 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 and copy of supply orders for Digital HF sets**.

2. The Tenderer should be OEM or authorized by OEM (in respect of products and its services) to quote against this tender for the requirement of H. P. Police. Without proper letter of authorization, the bid is liable to be rejected. The Tenderer must submit relevant documents / certificates / authorizations from the OEM. in respect of products and its services to be made available.

3. Tenderer must submit copies of balance sheet of last three financial years duly signed by a Chartered Accountant. Bidder must have positive net-worth. The bidder must fill and enclose the prescribed **Form - VIII**.

4. The Tenderer should have successfully executed and completed supply order of the quoted Digital HF Set and accessories in Govt./ Govt. Undertaking / PSU during the last five years (i.e.2013-14, 2014-15, 2015-2016, 2016-2017 & 2017-18). Copy of PO must be enclosed (As per enclosed prescribed **Form - III**.) as proof.

5. At the time of Bid, Bidder must not be blacklisted from any Govt. Organization / Body in India. Deceleration certificate must be submitted as per enclosed prescribed **Form - IX**.

6. The Tenderer must be a registered dealer under any state's GST act and Central GST Act. Copy of GST Number must be enclosed.

7. Bidder should have **average annual turnover** of not less than Rs. 5 Crore during last three financial years.

8. The Tenderer must submit performance statement (As per enclosed prescribed **Form - III**) indicating his past successfully executed and completed supply the Quoted Items report issued by concerned buyer organization. The statement must give details of order number and date, order value, customer name. The competent authority reserves the right to establish the veracity with respect to document mentioned.

8-A. No bid shall be accepted if the bidder has failed in implementation/installation/commissioning order in the last three years.

### **PROCEDURE FOR SUBMISSION OF BIDS**

1. An eligible bidder is to fill up online e-tender on website <https://hptenders.gov.in> up to prescribed date and time. After that the bidder is to submit complete bids in hard copy.

2. All bids sealed individually should be super scribed with separate titles as specified below:-

- Technical Bid.
- Financial Bid.
- EMD & Tender Fee.

All these three envelopes should then be packed in one larger sealed envelop super scribed on the top left hand side as “**TENDER FOR DIGITAL HF SETS**”

3. **The technical bid** shall contain information on compliance to eligibility criteria and Technical information and documents of the bid and all papers **except the price part of the bid, Tender Fee and EMD.**

4. **The Financial bid** shall contain the details of the price in Indian rupees inclusive of all taxes, duties, charges F.O.R. destination, in words as well as figures.

5. All the bid papers must be signed. 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 Tenderer must sign each page and at the

last page it must be clearly indicated that all the terms and conditions mentioned herein are acceptable to the Tenderer unconditionally.

6. Tenderer is required to submit the complete proposal along with annexure & brochures of the quoted equipments etc. The proposal has to be signed in original by the authorized representative of the Tenderer. 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 enclosed 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 Tenderer. 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.

7. Tenderers may be asked by Technical Committee to demonstrate their product. Demonstrations shall be at the cost of tenderer.

### **EARNEST MONEY DEPOSIT**

A sum of Rs. five lakh should be deposited as Earnest money in the shape of FDR / Bank Guarantee issued by any Indian Nationalized Bank having validity period of 1 (one) year duly pledged in favour the **Superintendent of Police, Communication & Technical Services, HP, Shimla-2.**

### **TECHNICAL BID**

Technical bid should be submitted in separate envelope duly marked as "**Technical Bid**" Technical bid shall consist of the following documents strictly as per sequence mentioned hereunder:-

<b>Description of Document</b>	<b>Page No.</b>
Form-I duly filled in, signed and complete in all respects along with document showing the authority to make and sign the proposal. <b>(FORM-I).</b>	
Qualifying data duly provided as Particulars & Eligibility of the Tenderer clarifying that the Tenderer is eligible for bid and is qualified to execute the contract, if the bid is accepted. <b>(FORM-II, II-A &amp; II-B alongwith their enclosures)</b>	
Documentation (supply order, successful completion of order etc.) of having supplied of Digital HF Set and accessories as the case may be in the performance statement. <b>(FORM-III).</b>	
Detailed information of service centre etc. <b>(FORM-IV).</b>	
Technical Compliance Statement showing adherence to the specifications of the Tender document requirement and Manufacturer's brochures / pamphlets / leaflet <b>(FORM-V).</b>	
Deviations from the Tender Document conditions. <b>(FORM-VI).</b>	
Copy of Balance Sheet and Profit and Loss statement for the last 3 financial years duly signed by Chartered Accountant. <b>(FORM-VIII with its enclosures)</b>	
Deceleration certificate of Non-blacklisted firm must be submitted as per enclosed prescribed <b>(Form - IX.)</b>	
Copy of registration of firm / certificate of incorporation and Articles of	

Association/Memorandum of Association.	
Letter of authorization in respect of the person authorized to remain present during proceeding of the same.	
<b>Original Tender Document</b> duly filled, signed and stamped on each page by Tenderer.	
Any other important/relevant document pertaining to bid, if any.	

### **FINANCIAL BID**

1. Price quoted by the Tenderer for the aforesaid in the Price Schedule (**FORM –VII**) – in separate envelop duly marked as **‘Financial Bid’**.
2. Rates to be quoted must be definitive and shall not be allowed to be altered.
3. Price to be quoted should be inclusive of all taxes, charges, duties and F.O.R. destination. Rates be quoted in terms of unit, in words and figures both. The rate must be inclusive of cost of packaging, fitting, fixing, installation, if any, as may be required with respect to particular item.

### **Procedure of finalization of Bids**

1. Firstly, the technical bid shall be opened. At the time of opening of bid the authorized representative may remain present.
2. The tenderer must submit a sample of quoted item for technical evaluation in the office of the Superintendent of Police, Communication & Technical Services, HP, Shimla-171002 at the time of submitting tender. Without sample, tender shall not be considered.
3. 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.
4. As part of technical evaluation of bids, the Bidders shall arrange demonstration of their quoted Digital HF set to show that they fully conform to this tender. The bidders will be intimated the exact date and time slot for them to carry out such demonstration. The bidders are advised to make all necessary arrangement for the live demonstration of their quoted wireless set well in advance as they will be required to adhere to the time schedule given to them soon after bid opening/technical bid evaluation.
5. 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 Wireless Set, trust worthiness 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. The decision of the committee on technical suitability of the offer shall be final.
6. Financial bids of only technically qualified Tenderers shall be opened. Rest 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.

7. Bidders must understand that concerned committee and the DGP/HP 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 concerned committee may recommend any item to procure and competent authority may accept such item. While making such decisions, the Committee(s) may rely on or call for user feed back from H.P.Police employees or from any other Police organization or other user who is/has used the offered item in this part.

8. It is also to appreciate that H.P.Police has trained radio technician and its staff and hence repairs / maintains its own inventory generally. Generally it does not make AMC for the most of the items and instead maintains in house. In such a condition the well quantified statistical data on “Total cost of ownership” for the entire life period of equipment is not available with H.P.Police for various item. But since it has rich experience of owning, operating, repairing, maintaining its wireless sets, the user feed back is valuable input to opt or not to opt for any particular item / brand / specification offered in the bid or at any particular price. In this backdrop user feedback would be an important criteria to reject any bid at any stage. No correspondence shall be entertained in this respect.

9. 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 selected.

### **DELIVERY PERIOD**

1. Purchase order shall be executed with in 60 days from the date of issue of the order. Delay may lead to the imposition of the non-liquidated damages not in the nature of penalty as may be decided by the Director General of Police. 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.

2. The supply shall be executed at the office of the Superintendent of Police, Commn. & Tech. Services, HP, Shimla-2.

### **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 Tenderer. 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. Tenderer shall be bound to supply the item(s) in such a quantity as required by H. P. Police.



### **CONSIDERATION – Price, Taxes etc. and Payment Terms**

1. Digital HF Set and accessories will be tested/surveyed/inspected by a technical committee in our Work shop and if found OK to the entire satisfaction of Competent Authority, Payment will be released.

2. 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. at Police Commn. & Tech. Services Head Quarter, Shimla H.P. **The prices quoted shall be all inclusive.**

### **PENALTY CLAUSE**

If the supply of the material is not completed in the stipulated time as prescribed in this document:-

Penalty of 0.25% per week of the material cost shall be imposed. It shall be payable by the Tenderer and the said amount shall be deducted from the total amount payable to the Tenderer. Delivery period can be extended with / without L.D. maximum for 60 days on the request of Tenderer / Supplier by the competent authority, while considering merits and demerits of the case. Extension of delivery period will be the sole discretion of the Chairman, Departmental Purchase Committee, HP Police, Shimla-2.

### **TERMINATION FOR DEFAULT**

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

1. The Tenderer 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.

2. The quality of the delivery of Wireless Set and accessories is not up to the satisfaction of the Competent Authority.

3. The Tenderer fails to perform any other obligation under the agreement.

4. The Competent Authority may at any time terminate the contract by giving written notice to the Tenderer without compensation to the Tenderer, if the Tenderer 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.

5. In case of termination of contract as mentioned above all Bank Guarantee furnished by Tenderer shall stand forfeited.

### **TENDERER'S SERVICE CENTRE & PERSONEL**

The tenderer should have service centre in the country for service and repair of digital HF radio and shall have to provide such qualified and experienced personal as are required to perform the services. **(Form-IV).**

### **ARBITRATION**

In all matters and disputes arising there under, the Director General of Police Himachal Pradesh shall be sole arbitrator to decide the claim and its decision shall be final and binding on both the parties. No suit or claim in respect of this tender can be filed in any court.

**RIGHT OF INSPECTION**

1. The Chairman of the Purchase Committee of this office shall have the right to inspect the work or get it inspected by his agent or any authorized officer at any stage.

2. 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 Tenderers centre or any other place decided by this office. Reliability of the Wireless Set shall be demonstrated to the satisfaction of the purchaser.

**WARRANTY / MAINTENANCE**

1. Tenderer shall provide Warranty for one year unless otherwise specified in the technical specification of the item in respect of the Digital HF wireless Set and accessories supplied to H.P. Police.

2. Required spare parts of Digital HF wireless sets shall be provided by the tenderer at the agreed cost as and when needed upto 6 years from the date of purchase.

**OTHER CONDITIONS**

The Director General of Police HP may cancel the tender and all proceedings relating there to 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 Tenderer 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.

**PERFORMANCE SECURITY DEPOSIT**

The successful Tenderer will be required to furnish a Security Deposit @ 10% of the total value of the contract in shape FDR / Bank guarantee issued by any Indian Nationalized Bank. Performance Security shall remain valid for a period of sixty days from the date of completion of contract including warranty to the best of satisfaction of Procuring Department.

**AGREEMENT**

The successful tenderer will have to enter into an agreement with HP Police for materialized the contract within 15 days on non-judicial stamped paper. This office shall provide proforma for such an agreement. No variation is permitted in this agreement. Draft copy of the Agreement is attached for perusal of the bidders.

-Sd-  
Chairman  
Departmental Purchase Committee,  
CTS, HP Police, Shimla-171002.

**Annexure-A****TECHNICAL SPECIFICATIONS OF DIGITAL HF TRANSCEIVER 100 W STATIC**

General Specification	
Parameter	Specification
1.Frequency Range	2.0 MHz to 29.9999 MHz with 100 Hz channel spacing & 10 Hz Resolution.
2.Modes	Single side band (SSB) (single-sideband suppressed-carrier (J3E) Upper side band (USB), Lower side band (LSB), Amplitude modulation (AM/AM(E)), Continuous wave (CW)/ Modulated continuous wave (MCW).
3.Preset	100 Channels or more.
4.Frequency Stability	$\pm 1$ parts per million or better.
5.Built in test.	Front Panel Testing.
6.Input Power	+12V or 24V $\pm 10\%$ Nominal & 230V $\pm 10\%$ AC.
7.Power Consumption	$\leq 40$ W in Receive & $\leq 450$ W in Transmit.
8.EMI / EMC	MIL-STD- 461 / 462C or ETSI or CISPR 22 or IEC 61000-4 Series (TEC/EMI/TEL-001/01 FEB-09) or latest Standard.
9.Weight	Less than 17 KG
10.Antenna impedance (ohm)	50 $\Omega$ (unbalanced)
11.Protection	(i) Reverse Polarity protection ( without fuse ) (ii) Protection against high VSWR. (iii) Over Voltage and under Voltage Protection.
12.Roles	Fixed/Transportable/Mobile
13.Headphone impedance	Up to 600 Ohm
14.Cooling	Built in fan/ Heat sink
15.VSWR	Better than 1.5
16.Visual display	Front panel LCD/LED display or latest technology.
17.Interface	RS-232 / USB
18.Programming	PC programming software and front panel Programming.
<b>1.2 Transmitter Specifications</b>	
1.RF Power	20W to 100W PEP ( Low, Medium , High ) (As per user requirement with programmable feature.)
2. Spurious Emission	$\leq 40$ db below PEP
3. Side Band Suppression	$\geq 50$ db or better
4.Carrier Suppression	$\geq 40$ db or better
5.Inter modulation distortion	30db min. below PEP
6.Audio Response	Within 6db from 350Hz to 2700Hz.
7.Side Tone Level	Better than 0.1 mW into 150 $\Omega$ load for 5mV of audio input at 1 KHz.
8.Modulation Sensitivity	1 to 10 mV at 1 KHz for full power under SSB mode.
<b>1.3 Receiver Specifications</b>	
1.Receiver Sensitivity	-107 dbm for 10db SINAD or better
2.Image Rejection	$\geq 70$ db or better
3.IF Rejection	$\geq 70$ db or better
4.In band Inter Modulation Distortion.	35db minimum below PEP
5.Audio Response	Within $\pm 6$ db from 350Hz to 2700Hz
6.Audio Output	1W or more across loudspeaker
7. Audio Frequency	$\leq 25$ db or better

Harmonics Distortion.	
<b>1.4 Environmental parameters</b>	
1.Operating Temperature	-30°C to +55° C
2.Storage Temperature	-30°C to +60°C
3.Humidity	95% non-condensing @40°C
4. Dust	MIL-STD-810F /G or better Or JSS-55555(As laid down in Class L3 of JSS-55555, revision No. 2)
5.Vibration	
6.Shock	
7. Altitude	
<b>1.5 Features:</b>	
1.Selective calling	Digital FSK coding.
2.Scanning	5 channels per second or better.
3.ALE (2G/3G)	Complying MIL-STD-188-141B.
4.Flash messages	Minimum 60 characters.
5. Vocoder	MELP/CELP ( 1200 / 2400 bps ) or better and compatible/inter-operable with existing Digital set (Micom-Z) of HP Police for voice and data. Vocoder should be of same OEM as Digital HF sets.
6. In built Data Modem	MIL-STD -188 -110A /B/C Single Tone $\geq$ 4800bps.
7.GPS Interface	Inbuilt GPS with polling facility
8.Data Communication	Provision for data communication
9.Tele Call	The Radio set should have capability to dial and Operate data.
10.RS-232 control	The Radio set should have capability to operate at 4800 baud rate or better.
11.Tuneable receiver	Continuous tuneable.
12.Radio kill/un-kill	Should have kill/un-kill function.
13. Remote Operation	Capable to operate from remote location.
14.Audio input sockets	Mic and external socket.
15. Squelch	Voice/Digital squelch.
16. Push to talk.	Suitable Microphone to be provided.
<b>1.6 Other Features.</b>	
1.Communication Security	Vocoder based 128/256 bit digital encryption or SAG Approved encryption.
2.Data Communication Software	Compatible with Window 7/8 or latest version OS and for existing Digital HF Radios with HP Police i.e. Micom-Z.
<b>1.7 Accessories:</b>	
a. Broad Band Antenna (Frequency Range 2 Mhz to 30 Mhz.)	
b. R.F Cable 30 mtrs. RG-213.	
c. 12V/30AMP DC Power Supply unit.	
d. Morse Key.	
e. Microphone with PTT.	
f. Head Phone.	
g. Well labelled schematic diagram manual in soft and hard copy of particular supplied band.	
h. Programming kit with software.	
i. Other standard accessories.	

**FORM– I**  
**(To be Enclosed with Technical Bid)**

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

To,  
The Chairman,  
Departmental Purchase Committee, C&TS,  
HP Police Shimla-171002.

**Subject:- Tender for supply of Digital HF set 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 Digital HF set 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 financial 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 tenderer 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 Technical Bid)****Particulars and Eligibility of The Tenderer Particulars of the Organisation****(TO BE FILLED UP BY THE TENDERER)**

<b>S. No.</b>	<b>Particulars</b>	<b>Bidder Statement</b>
1.	Tender for the item. (Furnish separate sheet for each item)	
2.	Name of Make & Model No. of quoted item	
3.	Name and full address of the Tenderer/ Lead Member of Consortium (Please Specify)	
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.	Production Place & Year of Item	
8. (a)	In case of tenderer 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 supply orders for other purchaser are already in hand to be executed in this F.Y.	

**(Signature)**

Name: -----

Date: -----

Designation &amp; Authority: -----

Place: -----

Seal: -----

**FORM –II A****( Financial Status Enclose with Technical Bid)****Particulars and Eligibility of The Tenderer Particulars of the Organisation****(TO BE FILLED UP BY THE TENDERER)**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Bidder Statement</b>
1.	Tender for the item.	
2.	Name and full address of the Tenderer/ Lead Member of Consortium (Please Specify)	
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.	Whether attested Income Tax Return submitted of 31/03/2018.	
7.	GST Registration No. (Central and State).	
8.	Whether GST Return submitted by latest.	
9.	Annual turn over of the tendering firm should be attached as per <b>FORM -VIII</b>	
10.	Data for executed purchase order received from state police/ UT in favor of required items for last five years as per <b>FORM -III</b>	
11.	Whether tenderer has any shop / factory 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 Tenderer while dealing with the Himachal Pradesh Police Headquarter, Shimla (Attach letter of authority)	
13.	If Tenderer are not manufacturer, then Name, Address and other details of Manufacturer and if they have any tie-up or any such arrangement with any other entity, details of such arrangement and of the other entity, be disclosed. Their consent / authorization letter 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 tenderer 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 Technical Bid)**  
**Eligibility Conditions**

**(Tick where applicable) Document**

Sl no	Qualifications	Yes	No	Remarks (Description, Page No. / Flag No.)
1	If Tenderer 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 Tenderer should have successfully executed and completed supply orders of Quoted Digital HF sets 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 Supply Orders 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.			<b>FORM- IX Attached</b>
4	Whether the Tenderer have ISO certification for its operations.			Attach attested copy.
5	The Tenderer 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 Wireless Set being offered.			Attach relevant documents as per the requirement.
7	The Tenderer must submit relevant documents / certificates / authorizations from the O. E. M./ Principals			Attach relevant documents as per the requirement

	in respect of products and its services to be made available.			
--	---	--	--	--

**Date:** -----

**Place:** -----

**Signed:** -----

**Name:** -----

**Designation:** -----

**For and on behalf of:** -----

**FORM - III****PERFORMANCE STATEMENT**

<b>S. no</b>	<b>Financial Year</b>	<b>Name &amp; address, Telephone no and fax no of purchaser to whom Digital HF Set has been supplied</b>	<b>Description of the sold Digital HF Sets Name of Make &amp; Model</b>	<b>Quantity of sold Digital HF Sets</b>	<b>Purchase Order No. &amp; Date issued by Purchaser</b>	<b>Value of contract / Purchase Order</b>	<b>Performance certificate from customer (attached) Yes/no</b>

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 the Chairman, Departmental Purchase Committee 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 Tenderer.

<b>S.No.</b>	<b>Name</b>	<b>Designation</b>	<b>Qualification</b>	<b>Contact No.</b>	<b>Full address of Local service centre</b>

**Date:** -----

**Place:** -----

**Signed:** -----

**Name:** -----

**Designation:** -----

**For and on behalf of:** -----

## FORM –V

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

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

Make and Model offered of Digital HF 100 Static Set. \_\_\_\_\_

Make and Model of Broad band Antenna. \_\_\_\_\_

Make and Model of Power Supply Unit \_\_\_\_\_

Specification stated as stated in Annexure-A		Compliance Yes or No	Deviation if any
Parameter	Specification		
1.Frequency Range	2.0 MHz to 29.9999 MHz with 100 Hz channel spacing & 10 Hz Resolution.		
2.Modes	Single side band (SSB) (single-sideband suppressed-carrier (J3E) Upper side band (USB), Lower side band (LSB), Amplitude modulation (AM/AM(E)), Continuous wave (CW)/ Modulated continuous wave (MCW).		
3.Preset	100 Channels or more.		
4.Frequency Stability	±1 parts per million or better.		
5.Built in test.	Font Panel Testing.		
6.Input Power	+12V or 24V ±10% Nominal & 230V ±10% AC.		
7.Power Consumption	≤40W in Receive & ≤450W in Transmit.		
8.EMI / EMC	MIL-STD- 461 / 462C or ETSI or CISPR 22 or IEC 61000-4 Series (TEC/EMI/TEL-001/01 FEB-09) or latest Standard.		
9.Weight	Less than 17 KG		
10.Antenna impedance (ohm)	50 Ω (unbalanced)		
11.Protection	Reverse Polarity protection ( without fuse ) Protection against high VSWR. Over Voltage and under Voltage Protection.		
12.Roles	Fixed/Transportable/Mobile		
13.Headphone impedance	Up to 600 Ohm		
14.Cooling	Built in fan/ Heat sink		
15.VSWR	Better than 1.5		
16.Visual display	Front panel LCD/LED display or latest technology.		
17.Interface	RS-232 / USB		
18.Programming	PC programming software and front panel Programming.		
<b>1.2 Transmitter Specifications</b>			
1.RF Power	20W to 100W PEP ( Low, Medium , High ) (As per user requirement with programmable feature.)		
2. Spurious Emission	≤ 40 db below PEP		

3. Side Band Suppression	$\geq 50\text{db}$ or better		
4.Carrier Suppression	$\geq 40\text{db}$ or better		
5.Inter modulation distortion	30db min. below PEP		
6.Audio Response	Within 6db from 350Hz to 2700Hz.		
7.Side Tone Level	Better than 0.1 mW into 150 $\Omega$ load for 5mV of audio input at 1 KHz.		
8.Modulation Sensitivity	1 to 10 mV at 1 KHz for full power under SSB mode.		

### 1.3 Receiver Specifications

1.Receiver Sensitivity	-107 dbm for 10db SINAD or better		
2.Image Rejection	$\geq 70\text{ db}$ or better		
3.IF Rejection	$\geq 70\text{ db}$ or better		
4.In band Inter Modulation Distortion.	35db minimum below PEP		
5.Audio Response	Within $\pm 6\text{db}$ from 350Hz to 2700Hz		
6.Audio Output	1W or more across loudspeaker		
7. Audio Frequency Harmonics Distortion.	$\leq 25\text{ db}$ or better		

### 1.4 Environmental parameters

1.Operating Temperature	-30°C to +55° C		
2.Storage Temperature	-30°C to +60°C		
3.Humidity	95% non-condensing @40°C		
4. Dust	MIL-STD-810F /G or better Or JSS-55555(As laid down in Class L3 of JSS-55555, revision No. 2)		
5.Vibration			
6.Shock			
7. Altitude			

### 1.5 Features:

1.Selective calling	Digital FSK coding.		
2.Scanning	5 channels per second or better.		
3.ALE (2G/3G)	Complying MIL-STD-188-141B.		
3.Flash messages	Minimum 60 characters.		
4. Vocoder	MELP/CELP ( 1200 / 2400 bps ) or better. better and compatible/inter-operable with existing Digital set (Micom-Z) of HP Police for voice and data. Vocoder should be of same OEM as Digital HF sets.		
5. In built Data Modem	MIL-STD -188 -110A /B/C Single Tone $\geq 4800\text{bps}$ .		
6.GPS Interface	Inbuilt GPS with polling facility		
7.Data Communication	Provision for data communication		
8.Tele Call	The Radio set should have capability to dial and Operate data.		

9.RS-232 control	The Radio set should have capability to operate at 4800 baud rate or better.		
10.Tuneable receiver	Continuous tuneable.		
11.Radio kill/un-kill	Should have kill/un-kill function.		
12. Remote Operation	Capable to operate from remote location.		
13.Audio input sockets	Mic and external socket.		
14. Squelch	Voice/Digital squelch.		
15. Push to talk.	Suitable Microphone to be provided.		
<b>1.6 Other Features.</b>			
1.Communication Security	Vocoder based 128/256 bit digital encryption or SAG Approved encryption.		
2.Data Communication Software	Compatible with Window 7/8 or latest version OS and existing Digital HF Radios i.e. Micom-Z with HP Police.		
<b>1.7 Accessories.</b>			
Broad Band Antenna (Frequency Range 2 Mhz to 30 Mhz.)			
R.F Cable 30 mtrs. RG-213.			
12V/30 Amp D.C. Power Supply Unit			
Morse Key			
Handset			
Head Phone			
Well labelled schematic diagram manual in soft and hard copy of particular supplied band.			
Programming kit with software.			
Other standard accessories.			

[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 6 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: -----

<b>FORM – VII</b>			
<b>FINANCIAL BID</b> <b>(for Digital HF 100 Watts Static Sets)</b>			
<b>Tender Inviting Authority:</b> Chairman, Departmental Purchase Committee, Police C&TS, HP, Shimla			
<b>Tender Enquiry No.</b> CTS/5.11/17-15939			
<b>Bidder Name &amp; Address:</b>			
<b>PRICE SCHEDULE</b>			
(This BOQ template must not be modified /replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and values only)			
Make and Model of offered Digital HF 100 Static Set:			
Make and Model of offered Broadband Antenna:			
Make and Model of offered Power Supply Unit:			
S.No.	PARTICULARS	BIDDER'S Amount (in INR). (in figure)	In Words
1.	Unit price of Digital HF 100 Watts Static set with, Morse Key, Microphone with PTT, Head Phone and other standard accessories.		
2.	Unit price of Broad Band Antenna (Freq. 2 Mhz to 30 Mhz.)		
3.	Unit price of Power supply 12V/30AMP.		
4.	Unit price of RF Cable 30 mtrs. RG-213.		
5.	Unit cost of Programming Kit.		
6.	Unit cost of soft copy of Service manual.		
7.	Unit cost of hard copy of Service manual.		

**Note: 1. The above price should be inclusive of all taxes, custom duty, excise duty, any other taxes, freight, insurance, warranty, F.O.R. destination, cost of packaging etc.**

Date: -----

Place: -----

Signed: -----

Name: -----

Designation: -----

For and on behalf of: -----

**FORM – VIII**  
**FINANCIAL STATUS**

( must be enclosed with the “Technical Bid” as given below )

Financial Status of tenderer (Supplier) within last three years

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

For this F.Y. the balance sheet need not be duly audited by C.A.

Signature .....

Name .....

& Seal of the Tenderer (Supplier)

**FORM - IX**

**Following Declaration duly filled in must be enclosed with the “Technical Bid” 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 FDR / Bank Guarantee  
(Made with any Indian nationalized Bank) of Rs.....(In words)  
..... in favour of The  
Superintendent of Police Commn. & Tech. Services, 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  
certified 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  
Tenderer  
(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 Digital HF 100 W transceivers sets 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 tenderers and award parallel rate contract to any or all of the participating tenderers.
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 tenderer/contractor to any laboratory for lab test report 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 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 full amount will be paid 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 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) elsewhere 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.

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 **12 months** from the date of delivery of the said goods/stores / articles to the purchaser, if during the **aforesaid period of 12 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 the goods/stores/articles or such portion thereof as is 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

Secretary's Signatures

(In either case)

In the presence of Witnesses:-

1.....

2.....

Signature of \_\_\_\_\_  
On behalf of the Government of Himachal Pradesh