SARDAR VALLABHBHAI PATEL NATIONAL POLICE ACADEMY
(Government of India : Ministry of Home Affairs)
Hyderabad – 500 052

OPEN TENDER NO : 610/HK-3/2021

ANNUAL MAINTENANCE CONTRACT (AMC) FOR LEARNING MANAGEMENT SYSTEM (LMS) FOR A PERIOD OF 03 YEARS (WHICH INCLUDES AMC AND 02 ONSITE MANPOWER FOR PROVIDING TECHNICAL SUPPORT AND LMS SITE MANAGEMENT FOR SARDAR VALLABHBHAI PATEL, NATIONAL POLICE ACADEMY, HYDERABAD

Date of Tender Enquiry   : 27/10/2021

Closing date & time of submitting bids : 18/11/2021 at 1200 Hrs.

Website: http://www.eprocure.gov.in

SARDAR VALLABHBHAI PATEL NATIONAL POLICE ACADEMY
(Government of India : Ministry of Home Affairs)
Hyderabad – 500 052

<u>OPEN TENDER</u>

<u>(e-Tender)</u>

1.   SVP National Police Academy, Shivrampally, Hyderabad, invites **e-bids** under two-bid system from reputed firms for **AMC for Learning Management System (LMS) for a period of three years (Which includes AMC and 02 Onsite Manpower for Providing Technical Support And LMS Site Management)** for Academy as per the technical specifications given in **Annexure-1**.

2.   Salient features of the tender enquiry are as follows:-

(a)	Tender No.	610/HK-3/2021
(b)	Description of stores	**AMC for Learning Management System (LMS) for a period of three years (Which includes AMC and 02 Onsite Manpower for Providing Technical Support And LMS Site Management)** for the Academy as per Annexure-1
(c)	Type of Tender	Open Tender
(d)	Bid System	Two Bid System **(Two cover Technical Bid & Financial Bid)**
(e)	Earnest Money Deposit	Bid Security Declaration should be uploaded as per the form attached to the NIT
(f)	Bid validity	The work should be completed within 60 days from the date of issue of work order by the Academy.
(g)	Address of correspondence	Bid should be valid for **180 days** from the date of opening of bid.

3.   Interested manufacturers/ authorised dealers/ stockists/ suppliers dealing with above items can download the tender document from CPP Portal (www.eprocure.gov.in) and bid can only be submitted through the same website. Bid submitted other than CPP Portal will not be accepted. Important dates related to this tender are furnished below for information.

S.No.	Particulars	Date	Time
1.	Date of online publication of tender	27-10-21	1600h
2.	Starting date for downloading Tender document	27-10-21	1605h
3.	Bid submission starting date	27-10-21	1610h
4.	Bid submission closing date	18-11-21	0900h
5.	Opening of technical bids	19-11-21	1000h

4.   The Eligible bidders should have the valid digital signature certificate (DSC) issued from any agency authorised by Controller of Certifying Authority (CCA), Govt. of India.

5.   **Terms and Conditions**. In this NIT, Contract Operating Officer means The Director, Sardar Vallabhbhai Patel National Police Academy or any other officer authorised on his/her behalf :-

(a)   The bids are invited online under two cover system (Technical bid – Cover-1) and price bid/bid of quantity (BOQ) (Cover-2) from eligible bidders.

(b)   Tender shall be submitted online only at CPPP website. Bidders are advised to refer the Bidders manual kit for e-submission of the bids online through the Central Public procurement portal available at the website: http://www.eprocure.gov.in. Aspiring Bidders/ Suppliers who have not enrolled/ registered in e-procurement should enroll/register before participating through the website http://www.eprocure.gov.in. The portal enrolment is free of cost.

(c)   Tax imposed by State Government from time to time on contracted item/software/services, if any will be deducted from the contractor's bill and deposited to State Government under appropriate budget head/revenue head.

(e)   Total amount quoted by bidder for AMC for Learning Management System (LMS) for a period of three years (Which includes AMC and 02 Onsite Manpower for Providing Technical Support And LMS Site Management) will be considered for deducing the L1 tender.

(f)   Conditional tenders/bid will not be accepted. Bidder should clearly indicate additional charges involved in operation of contract, if any. Offers with stipulation like "if applicable" will be treated as vague and shall be ignored.

(g)   The department may ask for production of original document submitted by the bidder for verification to confirm the correctness. If any document submitted by firm/bidder is found to be fake/not legitimate at any stage of tender, the penal action as per provision of contract will be initiated.

6.   Bidders can access and download the tender documents from CPP Portal and can fill them with all relevant information and submit the completed tender documents online on the website: https://www.eprocure.gov.in/eprocure/app. The downloading of tender documents shall be carried out strictly as provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such tenders are liable for outright rejection.

7.   All the documents as per tender requirement should be uploaded online and further, no documents will be accepted offline. Bidders not submitting any of the required documents online will summarily be rejected.

8.   The details of the Tender documents and Bid Security Declaration should be filled and uploaded online.

9.   The TIA (Tender inviting authority) will not be held responsible for any sort

of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour. For any quires regarding e-tendering process, the bidders are requested to contact over phone : 040-4200462, 08826246593, 040-24234488 or send a mail over to cppp-nic@nic.in.

10.   Following scanned documents in **pdf file** format must be enclosed in separate covers duly sealed and stamped.

First Cover (In pdf): -

(a)   NIT Documents duly signed and stamped.

(b)   Firm Registration Certificate.

(c)   GST Registration.

(d)   PAN Card of the firm.

(e)   OEM Certificate, if the participating bidder is OEM or the OEM Authorization letter, if the bidder is authorized agent/distributor/retailer.

(f)   Previous purchase/supply orders.

(g)   **Previous year IT Return (Financial Year 2019-20) and Annual Report of last three years (2017-18, 2018-19 & 2019-20)**. The cumulative financial turnover of the bidding firm during the last three years, ending on 31 March 2020 should be at **Rs 25,38,000/-** (or equivalent in foreign currency at exchange rate prevalent on 31 March 2020) the as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.

Note : Bidding Firm (manufacturer or principal of authorised representative) should not have suffered any financial loss for more than one year during the last three years, ending on 31 March 2020.

(h)   Filled in Commercial Information of firm in .xls format (Available in website alogn with NIT) to include Banker's and firms details.

(j)   LOB (Letter of bid). Incomplete LOB or without address, email, telephone Nos, etc, the bid is liable to be rejected.

(k)   Undertaking that any Government organization/(s) have not have blacklisted debarred/suspended the bidding firm.

(l)   Bid Security Declaration. **Offers received without the prescribed Bid Security Declaration, will be rejected summarily.**

Second Cover: -

(a)   The Financial bid (In excel file like BoQ) :- The rates i.e, the total cost for **AMC for Learning Management System (LMS) for a period of three years (Which includes AMC and 02 Onsite Manpower for Providing Technical Support**

And LMS Site Management) shall be inclusive of all taxes, labour charges and installation charges, if any, are to be quoted explicitly both in words and figures. No excess amount beyond the quoted amount will be considered at any stage of tender. **L1 will be based on the lowest overall value for above AMC quoted by the bidder.**

(b) The price once accepted by the purchaser shall remain fixed for the currency of contract and valid till the successful execution of the complete order to the satisfaction of the purchaser.

(c) The offered amount **shall be inclusive of all the Taxes (including GST), handling, installation charges, etc**.

(d) The price shall be quoted in Indian rupees only.

11. **Taxes and duties**.

(a) Bidder shall be entirely responsible for all taxes, duties, license fees etc. incurred until delivery of the contracted services to the Academy.

(b) No bid will be considered unless and until all the pages / documents comprising the bid are properly numbered, signed and stamped by the person/s authorized to do so.

12. The Bid / Tender submitted shall necessarily remain valid for 180 days after the date of financial bid opening. If any bidder withdraws his tender before the said period, SVP NPA shall-without prejudice to any other right or remedy, be at liberty to suspend the bidder from participating in tender for a specific period decided by the Academy in terms of Bid Security Declaration.

13. Liability of the order getting cancelled, if the quality/progress of the software is found to be not satisfactory or if there is an inordinate delay of more than three weeks of issuing order. The bidder will be accordingly blacklisted by the Academy.

14. The successful tenderer has to enter into an agreement with the Academy for smooth operation of contract during the currency of contract.

15. The date of placing the order shall be the date of dispatch of order or the delivery thereof to the tenderer, when such order is being delivered through some other person.

16. If the tenderer fails to complete the work within stipulated period then the order will stand cancelled and the performance security deposit shall be forfeited. In addition, the tenderer may be blacklisted as per provision of contract.

17. After the expiry of the stipulated delivery period, which includes extension period, if any, no service shall be accepted by SVP NPA. If the tenderer applies for the extension period to carryout service, the extension can be granted on case to case basis.

18. Notwithstanding any of the conditions and clauses indicated in the Tender form, the Director has whole and sole right to accept or reject either the lowest or

any other valid bid and or **split up the order** for the renewal and upgradation to more than one bidder or to cancel the tender without assigning any reasons thereto.

19. **Penal Action for Non-Compliance of Terms and Condition of the Contract**.

(a) The tenderer is liable to be suspended from participating in the tender, if he withdraws his bid (any time after deposition of tender or before accepting the contract).

(b) The tenderer may also be suspended if the tenderer derogates any terms/conditions of the tenders, raises conditions with malafide intention to delay/scuttle tender procedure or quotes fictitious/unrealistic rates/costs.

(c) If a tenderer willfully neglects or fails to perform or observe any condition of the contract or attempts to cheat or indulge in fair practices with the motive of making undue gain, the Director may impose a ban on future contracts by the SVP National Police Academy with that contractor.

(d) In case a tenderer fails to comply with the purchase order issued by the Academy or to perform his part of the contract to the entire satisfaction of the Academy or fails to abide by the terms of the contract, the contractor shall be liable to all following actions or any of the following actions, as may decided by the Director to this Academy :-

(e) Forfeiture of Performance Security in whole or in part.

   (i) To make good the loss caused to the Government.

   (ii) Cancellation of the contract without any prior notice to the contractor.

   (iii) Debarment from entering into contract with the Academy for period specified by the competent authority.

   (iv) In event of contractors performance security deposit being reduced by means of forfeiture, the contractor within 15 days from the date of intimation of the reduction shall restore the performance security to the original value, failing which, the Contract Operating Officer will recover the amount involved from any amount due to the contractor by the government or from any other assets of the contractor held with the Academy.

(f) All losses sustained by the government due to failure, omission or neglect of the contractor may be realised from the performance security or any other amount , which may be due to be paid to contractor from the Academy.

(g) In case of rejection of any services by the Academy or in case of neglect, failure or delay on the part of the bidder to comply with the order issued by the Academy, the Academy may without prejudice to any other action which the department may take under the terms of the contract, will be at liberty to purchase the service from any other source. Any expenditure

incurred in excess of the contracted value shall be borne by the bidder or recovered from his security deposit and/or from any amount which may be due to be paid to the bidder by the Academy.

(h)   The bidder will be blacklisted by the Academy in case of breach/non-compliance of terms and condition of contract.

(j)   The Director SVP NPA reserves the right to cancel the order without pre notice, forfeit the security deposit or recover any damages for any breach of contract.

20.   **Performance Security Clause :-** The successful bidder on receipt of renewal and upgradation order should submit a Bank Guarantee (3% of the order value) issued by any Nationalized Bank in favour of the Director, SVP National Police Academy, Hyderabad payable at SBI Shivrampally, Hyderabad within 14 days of the award of contract for due performance as per the provisions contained in GFR-171. Failure on the part of the firm to deposit the performance security within stipulated time the purchase reserves the right to cancel the contract. Performance security submitted by the bidder will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier. No interest will be payable for "Performance Security". The details required for preparation of Performance Security are as under :-

The GSTIN No. of this Academy is **36H YDS0 4814 F1D2.**

Bank Details :-

(i)   Branch   : State Bank of India, Shivarampally.

(ii)   In favour of   : Director NPA Administration

(iii)   Account No. : 52020141259

(iv)   IFSC Code   : SBIN0020335

21.   **Right to Cancel the Order**. The Director, SVP National Police Academy reserves the right to cancel the work order without any financial repercussion on either side and without seeking the consent of the supplier at any stage of purchase process. No further correspondence in this matter will be entertained.

22.   **Arbitration Proceedings**. Any dispute arising out of the contract at any time between the parties hereto touching or arising out of this contract shall be referred to an arbitrator to be nominated by the Director, SVP National Police Academy and the decision and award of such arbitrator shall be final and binding upon the parties hereto and the provision of the Indian Arbitration Act 1996 shall apply to the Arbitration proceedings.

23.   **High Court for Settlement of Dispute**. If the dispute between the parties not settled by the Arbitrator, it should be subject to the jurisdiction of the High Court of Judicature at Hyderabad.

24.   **Death of Contractor (Sole Proprietor)**. In case of death of a contractor or sole proprietor of a firm, his/her legal heir (s) may be permitted to operate the contract

already approved in favour of the deceased and are operational or operating the current contract approved in favour of the deceased :-

(a)   Death Certificate of the deceased contractor.

(b)   Willingness certificate on an affidavit that the legal heir (s) and accredited agent (s) is/are willing to continue the operation of existing contract (s) at the existing terms and condition of the contract.

(c)   Legal Heir Certificate/Succession Certificate from the Court of Law.

Digitally signed by R
JAYANTHI
Date:Wed Oct 27 11:49:42 IST
2021
Reason: Approved

Administrative Officer (Admn.)
SVP NPA Hyderabad

Copy to: Programmer with a request to please get the above requirement posted in NPA Website and provides a link

Technical Specifications for LMS AMC-2021

The Academy has implemented Moodle Based LMS for its training activities and learning process in the year 2015. The Academy wish to take the AMC services from the interested vendors to maintain this LMS application system for a period of one year.

The Academy has currently two instances of LMS platforms and may incorporate new instances in future for Senior Courses and online paid courses. This tender is for AMC and customizations required for effective maintenance of these existing instances of LMSs and for all future instances which would be required by the vendor and their staff deployed on site shall provide the support for within the terms/ conditions/ pricing of this tender.

The vendor shall prepare a single landing page which can connect to the each of the individual LMS instances.

The vendor shall place two suitable well qualified technical engineers (02 manpower) physically at Academy during the AMC contract period. The staff shall be physically present on all workiing days 9AM to 6PM,i who ensure for smooth running of the LMS instances to be supported by the AMC vendor. They will be the first contact person for all issues.

1. The two technical engineers will have the following responsibilities
   a. **LMS Administrator** – shall personally undertake the works related to, not limited to, for Upkeep of LMS application, servers (production, backup and test environments), database, regular back up of application and database, Moodle coding for minor customizations, version and plugin upgradation, exploring relevant/suitable plugins and undertaking their installation etc. Should posses a minimum experience of 5 years of experience in handling **Moodle based LMS** in any recognized educational institute of national repute. Possession of experience and skills in handling online courses and flipped training is desirable.

   b. **LMS Manager** - shall create online courses/programs/demo courses, he shall prepare user manuals in printed, soft and video formats to help users learn and use LMS. shall provide training to users/faculty/staff, maintain and upload relevant content into suitable courses on LMS on daily basis, shall follow up on assignments, tests and courses along with their proper administration. He shall also be responsible to Document everything including creation/suspension/deletion of users, He shall create, collect and send course feedbacks and such tasks which may come up depending on the need from time to time as instructed by the Academy in the delivery of course using LMS. He

should support all the faculty for conduct and management of courses and generation of reports etc. **He shall also resolve user related issues immediately within 24hours. Should possess a minimum experience of 5 years of experience in course administration and handling of courses in online mode using Moodle based LMS in any recognized educational institute of national repute.**

c. The two site engineers shall submit weekly and monthly reports and ensure regular back up of application and databases.

d. The deployed manpower should be on the pay rolls of the vendor. The vendor shall provide stand by manpower during the absence of the staff deployed at the Academy. For any requirement of the leave for the staff shall be informed in advance to the Academy. Vendor shall provide CV of the persons including the stand by staff. The vendor shall ensure a proper leave policy of staff with prior notice to the Academy along with a confirmation on replacement who shall also be identified and intimated to the Academy at least one week in advance subject to acceptance by the Academy and security clearance.

e. The vendor shall ensure that the two site engineers deployed should possess good communication skills, good analytical skills for problem resolution, knowledge about the trends in instructional technologies for selection of appropriate plugins and for hybrid learning environment.

f. The persons deployed should able to communicate well with the faculty of the Academy for understanding the course requirements, content requirements for instructional designs and such academic and technical purposes.

g. The vendor shall ensure that the staff deployed should take care of the needs of the learners, trainers and managers. The calls raised by the stakeholders should be logged and closed immediately or within 24 hrs based on the complaint raised. A record of all the calls shall be maintained and shall be submitted to the competent authority in weekly reports and meetings. The vendor shall create a plugin in Moodle based LMS application (in both web and mobile apps) to help raise service calls within 60 days of the issuance of work order. The two site engineers shall ensure proper log of these service calls raised and their resolution in 24hours. Any delay would be liable for a penalty of 0.5% of their quarterly billing for 24hours of delay thereafter. The penalty may be waived by the Academy if the Academy is satisfied about the justification provided by the vendor for the pendency and the decision of the Academy would be final in this regard.

h. The vendor shall ensure that the deployed technical people shall poses creativity, intuitiveness in updating the LMS portals to the needs of the Academy, based on the Academy's usage, should have capability to suggest new plugins, functionality, user interface which are useful for functioning and end user experience of the LMS platform.

2. Vendor requirements:

   a. SPOC - The vendor shall identify a higher-level official in their firm as a single point of contact (SPOC) who should ensure to make the system run smoothly without any application-level failures which should be attended immediately as this is a live production system. The identified SPOC and the site engineers shall respond to the calls immediately and should be able to close the calls within 24 hours in all minor cases.

   b. The vendor shall have an ability for comprehensive Software Development and coding of the Moodle based LMS platform. The team should able to develop component level coding to build any feature such as blocks, modules, reports, quiz or ecommerce systems. Any future minor customizations of existing plugins (including existing customized plugins developed by third party vendors) shall be within the scope of the tender value submitted by the vendor. Development of future minor plugins shall be within the scope of the vendor and all such customizations shall be the property of the Academy and their code shall be handed over to the Academy in the event of all such developments. Major developments may be charged on case to case basis in consultation with the Academy, as per the latest GFR guidelines of Govt of India.

   c. The vendor shall have experience in e-Courseware Development with cross functional capability having rich experience in instructional design, SCORM and GIFT template conversion, graphic design and rich media authoring, with expertise in bulk conversion. He should have capabilities of converting Flash media content into latest SCORM compatible content. Such Conversions may be charged on case to case basis in consultation with the Academy, as per the latest GFR guidelines of Govt of India.

   d. As and when existing application is upgraded to new version, all the existing third-party plugins and plugins developed by the vendor during the period of AMC shall have to be customized and integrated with the upgraded version of Moodle. Such Coding, testing, upgradation and installation of all such customized plugins shall in the scope of vendor only.

e. The Academy has applications like Examination management system (CoE), KMS, and is likely to develop future training related applications. The vendor must have the capability to integrate these and all suitable applications' API with the LMS platform. API of these applications shall be provided by the Academy.

f. The vendor must have the capability to handle all server hardware, installation of OS and all server configurations for LMS required for version updation as required from time to time. The deployed site engineers should able to handle Test server, Production server and Backup servers. Daily/Weekly Backup and restoration of the data and application should be taken care by the deployed technical resource only.

g. Themes upgradation and installation along with customization of user interface should be done as and when the Academy informs the vendor. Minor changes shall be in the scope of the vendor.

h. As Academy will not allow to connect LMS server through remote support, the representative of the firm should attend to the call physically in person.

i. In case of any new version is released by the Moodle (both browser and mobile platforms), and found suitable by the Academy, vendor should implement the latest version as approved by the Academy along with its plug-in, API and other scripts if any.

j. Academy is currently using the Moodle mobile application. The vendor shall ensure its complete Branding and customization within 30days of work order. All concerned charges are within the scope of the tender value submitted by the vendor.

k. In case of any hardware failure, the complete reinstallation of the OS, LMS application and restoration of database, as it was before, on the new hardware provided by the Academy shall be within the scope of the vendor. This shall be completed within 24 hours of providing of hardware.

l. In case if any new modules got developed by the Academy through third party vendors, the bidder should support the third-party vendors and ensure integration into the existing functionality of the LMS system.

m. Any code developed by the vendor is the property of the Academy, which should be handed over to the Academy with complete documentation and original code and files.

n. Preventive maintenance should be done once in 2nd week of every month and submit a report with respect to health of the system, data size etc.,

o. All the activities such as bug fixing, minor updates etc., done during the month should be recorded and submitted to the Academy along with the monthly preventive maintenance report.

p. The vendor shall provide the necessary following customizations within 2 months from the date of work order.

3. Customization Required
   a. Existing plugins to be customized within 60 days of issuance of work order –

       i. Attendance block plugin - that displays the consolidated list of all the student's attendance
       ii. assignment block plugin - It displays the table of available, upcoming, and finished assignments
       iii. Profile form plugin - It enables a profile form that takes all the necessary details that we require from the students and displays them in their profile and also converts them into pdf files
       iv. Session creation and Biometric Sync Plugin - This plugin automatically generated sessions when a CSV file is generated and it syncs with the Biometric devices and captures attendance automatically
       v. Mentors plugin - When an administrator creates a group of students and assigns them to respective faculties, they can chat with the mates of their groups using this block.

   b. New minor customizations as follows:
       i. Linking Attendance with our biometric system
       ii. Automatic session creating when a timetable CSV is uploaded in LMS and also syncing up with the attendance.
       i. Timetable creation – Creation of weekly timetable for both indoor and outdoor timetable.
       ii. Syncing timetable in their individual dashboards and calendar

   c. All minor customization of future in scope
       i. Accepting the iframes and API from other NPA applications to display certain information in their individual dashboards.

   d. Mobile app full branding and customization in scope in accordance to the LMS web dashboard

4. Penalty Clauses

   a. Penalty: The Service Provider shall be liable for penalty, which shall be in the form of deduction in part or in full, depending on the delays caused for closure of calls.

   b. Inadequate service standards and inappropriate behaviour of the Service Provider or its staff.

   c. If vendor is not providing qualified Skilled engineer for more than seven (7) days a penalty amount of 5% to be paid in the particular quarter.

   d. If any delay by the engineers for resolving the minor technical/support calls leading to affect regular work of Academy for more than an 24 hours delay would be liable for a penalty of 0.5% of their quarterly billing for 24hours of delay thereafter.

   e. If any call related to application configurations, creation and management of courses, user access, support to faculty is delayed, leading to effect in organizing the courses, will be penalized at 5% for a period of one week and 7% for every week thereon of the amount to be paid in that quarter.

   f. All major calls such as installation of new instances, migration of data, regular backups, customization of plugins, beyond the mutually agreed limit of time frame will result into a penalty of 5% for every week on the quarterly bill.

   g. If any engineer is absent from the Academy without any intimation for more than two days and failing replacement from Vendor then a penalty amount of 2 % to be paid in the particular quarter for every 24hours of delay thereafter.

   h. If any of the penalties are imposed continuously for two quarters the vendor will be disqualified and the contract shall be terminated forthwith by the Academy.

   i. The waiver of the penalty will be at the discretion of the competent authority of this Academy.

   j. The vendor shall strictly ensure that the site engineers should not involve in any kind of data thefts, destruction of the data, transmission of confidential information for any reason to unauthorized sources without informing the Competent Authority of the Academy will result into disqualification, black listing of the firm and legal prosecution against the staff deployed.