



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

**OPEN TENDER NO : 26011/2/2018-19/HS.OM**

**ANNUAL MAINTENANCE CONTRACT (AMC) FOR MOODLE BASED LMS  
APPLICATION FOR SARDAR VALLABHBHAI PATEL, NATIONAL POLICE  
ACADEMY, HYDERABAD**

Date of Tender Enquiry : 27/06/2018

Closing date & time of submitting bids : 18/07/2018 at 1200 Hrs.



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

**SARDAR VALLABHBHAI PATEL NATIONAL POLICE ACADEMY  
(Government of India : Ministry of Home Affairs)  
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**OPEN TENDER  
(e-Tender)**

1. SVP National Police Academy, Shivrampally, Hyderabad, invites **e-bids** under two-bid system from reputed firms for **Annual Maintenance Contract (AMC) for Moodle based LMS Application** for a period of one year to the Academy as per the technical specifications given in **Annexure-1**.

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

a)	Tender No.	26011/2/2018-19/HS.OM
b)	Description of stores	Annual Maintenance Contract (AMC) for Moodle based LMS Application for a period of one year to the Academy
c)	Type of Tender	Open Tender
d)	Bid System	Two Bid System <b>(two cover Technical Bid &amp; financial Bid)</b>
e)	Earnest Money Deposit	Demand draft for Rs 10,000/- (Rupees Ten thousand) drawn from any of the Commercial Banks in favour of the 'The Director, S.V.P National Police Academy, Hyderabad.
f)	Bid validity	Bid should be valid for <b>180 days</b> from the date of opening of bid.
g)	Address of correspondence	The Administrative Officer (Admn) SVP National Police Academy, Shivarampally, Hyderabad, Telangana – 500052

3. Interested manufacturers/ authorised dealers/ stockists/ suppliers dealing with above items can download the tender document from CPP Portal ([www.eprocure.gov.in](http://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	27/06/2018	1600
2.	Starting date for downloading Tender document	27/06/2018	1700
3.	Bid submission starting date	27/06/2018	1800
4.	Bid submission closing date	18/07/2018	1200
5.	Closing date & time for submission of original copies of EMD	18/07/2018	1700
6.	Opening of technical bids.	19/07/2018	1200

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

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 document online on the website: <http://www.eprocure.gov.in>. 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. 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 enrol/register before participating through the website <http://www.eprocure.gov.in>. The portal enrolment is free of cost.

8. All the documents as per tender requirement should be uploaded online and further, no documents will be accepted offline. However, Demand Draft (EMD – Earnest money deposit) hard copy should be sent to SVP National Police Academy before the due date of opening. Bidders who are not submitting any of the required documents online will summarily be rejected.

9. The details of the Tender document and EMD should be filled and uploaded online. Earnest Money Deposit (EMD) for **Rs.10,000/- (Rupees Ten thousand only)** (Refundable) should be deposited in form of Crossed Demand draft Drawn on any nationalized bank in favour of Director, SVP National Police Academy, payable at SBI, Shivarampally, Hyderabad. **Bids without EMD will not be considered.** Tender Reference Number or details should be mentioned on the backside of the original crossed Demand Draft and the same should be sent to SVP National Policy Academy, Hyderabad before due date of opening of the tender.

### **Terms and Conditions**

10. 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 queries regarding e-tendering process, the bidders are requested to contact over phone : 120-4200462 , 08826246593 or send a mail over to [cPPP-nic@nic.in](mailto:cPPP-nic@nic.in).

11. Technical bid should include information related to all specifications sought. It should also contain company brochures of all equipments and should be accompanied by relevant technical documents issued by the manufacturer in support of specifications asked for.

12. Terms of Payment – The payment will be made every quarter and will be released after end of that quarter only after confirmation of service with the Computer Section of the Academy and after deduction the penalty, if any.

13. No interest will be allowed on the Earnest Money Deposit or security deposits so remitted and no claim shall be entertained in respect of the same. It may specifically be noted that ordinarily payment will be made only after full supplies are completed as per orders and that no advance payment can be arranged.

14. Bid Validity. The Bid/ Tender submitted shall necessarily remain valid for 180 days. 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 forfeit the bid security submitted alongwith the bid.

15. 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.

16. **Performance Security Clause.** The successful bidder shall have to deposit a performance security of 5% of the contract value of the work order rounded up to next hundred in the form of account payee demand draft/ bank guarantee from a nationalized/ scheduled commercial bank in favour of the Director, SVP NPA Hyderabad payable at SBI Shivarampally, Hyderabad within 15 days of the placement of work order 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 purchaser reserves the right to cancel the Work Order. 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 including warranty obligations. No interest will be payable for “Performance Security.”

17. The Director, SVP National Police Academy reserves the right to accept/ reject any or all the bids without assigning any reason.

18. Prices shall be quoted in Indian rupees only.

19. The prices once accepted by the Purchaser shall remain valid till the successful execution of the complete order to the satisfaction of the Academy. The Academy shall not entertain any increase in the prices during the period. In the event there is a reduction or increase in Government levy/ duties during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/ excide duty. However, the Purchaser is not liable to any claim from the Supplier on account of fresh imposition and/ or increase of Excise Duty, Customs Duty, Sales Tax etc. on raw materials and/ or components used directly in the manufacture of contracted goods taking place during the pendency of contract.

20. The bidder should have their own full-fledged service centre with all necessary tool kits and well qualified engineers and any service call should be responded without failure during warranty period. Bidders should submit necessary supporting documents in proof of the same.

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

**First Cover (In pdf): -**

- (a) Firm Registration Certificate as per the Companies Act of India.
- (b) ISO Certification.
- (c) Banker details.
- (d) Details of previous experience on proposed services.

- (e) Vendor should have presence in Hyderabad/ Secunderabad.
- (f) GST Registration.
- (g) Income Tax Returns and details of last year turnover.
- (h) Scanned copy of EMD Demand Draft drawn in favour of 'The Director, S.V.P. National Police Academy, Hyderabad' submitted in portal followed by original copy before closing of tender date at the address of the Administrative Officer (Admn.), SVP National Police Academy, Shivarampally, Hyderabad. Offers received without the prescribed EMD will be rejected summarily.

**Second Cover:** -

- (a) Financial bid (In excel file like BoQ): - The rates i.e. unit rate of each item and total amount including all taxes, labour charges, if any, are to be quoted explicitly both in words and figures. The Price Bid/ BOQ template must not be modified or replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

**22. Taxes and duties.**

- (a) Vendor 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.

**23. 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.

**24. Demonstration of Offered Project.** The bidders should provide demonstration of project offered, in case the TPC so desires. Failure to offer demonstration shall entail rejection of bid forthwith.

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

- a) EMD of a tenderer is liable to be forfeited if he withdraws his bid (any time after deposition of tender or before accepting the contract).
- b) EMD of a tenderer may also be forfeited 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.
- c) If a contractor wilfully 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 contractor fails to comply with any demand or indent place by the Academy Hospital or to perform his part of the contract to the entire satisfaction of the department 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 :-

- (i) Forfeiture of Performance Security in whole or in part.
- (ii) To make good the loss caused to the Government.
- (iii) Cancellation of the contract without any prior notice to the contractor.
- (iv) Debarment from entering into contract with the Academy for period specified by the competent authority.

e) 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 non-satisfaction of any services by the Academy or in case of neglect, failure or delay on the part of the contractor to comply with the demanded service or indent for placed by the Academy, the Academy Hospital authority may without prejudice to any other action which the department may take under the terms of the contract, will be at liberty to procure or purchase such service from any other source. Any expenditure (which may include transportation and their incidental charges) incurred in excess of the contracted rate shall be borne by the contractor or recovered from his security deposit and/or from any amount which may be due to be paid to the contractor by the Academy.

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

i) 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.

26. **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.

27. **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.

28. **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.

Yours faithfully,

(K.S.S. Balasubrahmanyam)  
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

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Gram: 'POLACADEMY' e-mail:administrator@svpnpa.gov.in Tel: 91-040-24015151 to 24015158 Fax: 91-040-24015179



**Annexure-1**

**TECHNICAL SPECIFICATIONS FOR LMS AMC**

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 production LMS system for a period of one year. The vendor is expected to study the present system and should provide technical support services with respect to the following:

1. The vendor 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 vendor should attend to the call within 3 hours and should be able to close the call within 2 to 3 working days if any major issue.
2. As Academy will not allow to connect LMS server through remote support, the representative of the firm should attend to the call in person within one day.
3. Preventive maintenance should be done once in 2<sup>nd</sup> week of every month and submit a report with respect to health of the system, data size, services, user activity logs etc.
4. In case of any new version is released by the Moodle, and found suitable by the Academy, vendor should implement the latest version as approved by the Academy without affecting the servicing features of the application.
5. In case of any hardware failure, the application should be reinstalled in its running state on the new hardware provided and ensure it runs smoothly within 3 working days.
6. Any minor changes like reports, file archiving, enabling existing features to be made with respect to the existing application modules are within the scope of this contract. The timeline for such efforts will be decided by the Academy.
7. In case if any new modules got developed by the Academy through its tender process as per GFR-2017, the bidder should support for such integration into the existing functionality of the LMS system.
8. Any code developed by the vendor is the property of the Academy, which should be handed over to the Academy with documentation.
9. 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.
10. Should provide two technical persons contact no. for immediate response.



11. Vendor should have previous experience in moodle, moodle plugins, moodle customisation and PHP.

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