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

# NOTICE INVITING TENDER (e-Tender)

- 1.SVP National Police Academy, Shivrampally, Hyderabad, invites <u>e-bids</u> under Two- bid system (Technical Bid & Financial Bid) in **open tender** enquiry from National level reputed manufacturers or their authorized dealers, fulfilling the following minimum eligibility criteria and as per the terms & conditions for supply of Shuttle Cocks for one year to SVP National Police Academy Hyderabad.
- 2. Salient features of the tender enquiry are as follows:-

a)	Tender No.	30011/01/2017-18/HS.SG				
b)	Description of items					
	Shuttle Cocks - 840 Boxes for a year (i.e. 70 boxes every month)					
	<b>Technical Specification of Shuttle Cocks are as under</b> :-					
	(a) Weight of Shuttle	- 4.87 grams.				
	(b) Total feather Nos.	- 16 Nos.				
	(c) Height of Shuttle	- 84 mm				
	(d) Bottom Cork Diame					
	(e) Bottom Cork Height	- 25.4 mm				
c)	Type of Tender	Open Tender				
d)	Bid System	Two Bid System				
		(two cover Technical Bid & Commercial Bid)				
e)	Earnest Money Deposit.	Demand draft of Rs 22,000/- drawn in favour of				
		The Director, S.V.P. National Police Academy,				
		Hyderabad'.				
f)	Delivery schedule /	Delivery should be completed by 1 <sup>st</sup> week of				
	completion period	every month from the date of receipt of purchase				
		order from the Academy.				
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<b>y</b> )	Terms of Delivery	Free on Rail / Road (F.O.R.) Destination, SVP				
		NPA, Hyderabad.				
h)	Bid validity	Bid should be valid for <b>180 days</b> from the date of				
		opening of bid.				
i)	Address of	The Administrative Officer (Admn)				
	correspondence	SVP National Police Academy, Shivarampally,				

Hyderabad, Andhra Pradesh - 500 052	

3. Important dates related to this **e-Tender** are furnished below for information

Srl	Particular	Date	Time
No			
a)	Date of online publication of tender	21/08/2018	1000 hrs
b)	Starting date for downloading tender documents	21/08/2018	1500 hrs
c)	Bid submission starting date	21/08/2018	1500 hrs
d)	Bid submission closing date	14/09/2018	1700 hrs
e)	Closing date & time for submission of original copies	14/09/2018	1700 hrs
	of EMD		
f)	Opening of bid	17/09/2018	1700 hrs

4. Interested manufacturers/ authorized dealers/stockiest/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 on CPP Portal will not be accepted. The eligible bidders should have the digital signature certificate (DSC) issued from any agency authorized 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 by him on his 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 enrol/register before participating through the website http://www.eprocure.gov.in. The portal enrolment is free of cost.

c) The contract when awarded will remain operative for a period of one year from the date of commencement of contract. In the interest of state economy or administrative necessity, The Director may extend the operation of contract beyond one year till three months and in that case the contractor will be bound to supply the contracted items at the same contracted rates and under the same terms and conditions. Extension of contract beyond extended three months may be made only on mutual

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agreement between the contractor and the purchaser.

# d) Items wise lowest rate quoted will be considered for deducing the L1 tender.

e) 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.

f) The department may ask for production of original document submitted by the bidder for verification to confirm the correctness. If the document submitted by bidder at any stage found to be fake/not legitimate, panel action will be initiated as per the terms of contract including forfeiture of EMD/Performance Security.

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: 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. 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.

8. The details of the Tender documents and EMD should be filled and uploaded online. Earnest Money Deposit (EMD) for **Rs 22,000/- (Rupees Twenty two thousand**) only should be deposited in form of Demand draft drawn on any nationalized bank in favour of 'The Director, S.V.P. National Police Academy, payable at SBI, Shivarampally, Hyderabad. **Bids without EMD will not be considered.** Tender Reference Number of details should be mentioned on the backside of the original Demand Draft and the same should be sent to SVP National Police Academy, Hyderabad before due date of opening of the tender.

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 etendering process, the bidders are requested to contact over phone : 040-24234667. 10. Following scanned documents in PDF/Excel file format must be uploaded in respective covers duly signed and stamped.

# Documents to Accompany First Cover (In PDF)

- a. 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.
- b. The firm must upload attested and scanned copy of following documents :-
- i. Firm's Registration documents.
- ii. GSTIN of the Firm alongwith latest submitted return documents.
- iii. PAN Card of the firm.
- iv. Income Tax Return Last three year.
- v. Copies of earlier supply orders.
- vi. Filled in Commercial Information of firm in .xls format (Available in website alognwith NIT) to include Banker's and firms details.
- vii.LOB (Letter of bid) with the quotation.
- viii.The Technical Bid containing the specifications viz. Make, Brand, model and other information leaflets of the proposed brand which the bidder intends to deliver and the delivery schedule by the bidder, **shall be enclosed with the technical bid.**
- ix. Scanned copy of EMD for Rs. **22,000/-** (Rupees Twenty two thousand) only in the form of Demand draft drawn on any nationalized bank in favour of 'The Director, S.V.P. National Police Academy, payable at SBI, Shivrampally, Hyderabad be submitted in portal followed by original copy before closing of tender date at the address of The Administrative Officer (Admn), SVP National Police Academy, Shivrampally, Hyderabad. **Offers received without the prescribed EMD, will be rejected summarily.**

# Second Cover :-

c) **The Financial bid (In excel file like BoQ)** :- The rates i.e. unit rate of item quoted, the Price Bid/BOQ template may not be modified or replaced by the bidder; else the bid submitted is liable to be rejected for this tender. No increase in accepted/approved rate will be considered through the currency of contract (including extendable period).

d) The rate of Shuttlecocks once accepted by the purchaser shall remain fixed for the currency of contract (including extendable period) and valid till the successful execution of the complete order to the satisfaction of the purchaser.

e) The Financial Bid shall comprise the price component indicating the rate offered per unit price including all taxes/levy/duties. The rate thereof shall not be overwritten.

f) The quoted price **shall be exclusive of all the** 

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**Taxes/duties** and taxes/duties should be shown separately as applicable. No excess amount beyond the quoted amount will be considered.

g) Quoted prices **should be inclusive of freight** and forwarding charges, handling charges, loading and unloading charges, insurance charges, etc.

h) Prices shall be quoted in Indian rupees only.

11. The Bid / Tender submitted shall necessarily remain valid for 180 days after the date of financial bid opening and the accepted rate of item shall remain fixed for the currency of contract (including extendable period). 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/Performance Security submitted by them.

12. No interest will be paid on Earnest Money Deposit. EMD of unsuccessful tenderers will be returned in due course of time. If the bid is accepted and the contracted firm fails to undertake the supply contract, their EMD will be forfeited without any further notice.

13. The tenderer should offer the lowest rate of item which should not exceed MRP inclusive of all taxes printed on the item at any stage of contract. They should quote item wise lowest rate of item.

14. Delivery should be completed by 1<sup>st</sup> week of every month from the date of receipt of purchase order from the Academy. The bidding firm would adhere strictly to the delivery schedule indicated in this tender document failing which they would be penalised with a penalty of 0.5% of the supply contract value per day subject to a maximum of 5% (five percent) from the payment. Further in case of inordinate delay of 30 days from the stipulated time, purchase order stands cancelled without any further notice and you will also be liable to be blacklisted.

15. **Sample** The Tender Processing Committee of the Academy may require the bidders to provide physical samples to be seen before the opening of technical bid and to test quality of product. Bidder is self responsible on his own expenditure for showing the sample to board before opening of technical bid.

16. The SVP NPA reserves the right to increase or decrease the quantity of supply / items.

17. The Academy has the right to entrust the supply of item to one or more firms/agency/wholesalers, in case of equal rate offered.

18. The quantities stated are approximate yearly requirement and are only given as a rough guide. No claim for compensation will be entertained

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in case these quantities are under drawn. However, if required the Director may increase or decrease quantity of item as per same terms and conditions of the contract.

19. Liability of the supply order getting cancelled, if the quality of items/progress of the supplies is found to be not satisfactory or if there is an inordinate delay of more than 1 week in completing the supply/work, than the prescribed delivery period.

20. 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 supplying of above items to more than one bidder or to cancel the Tender without assigning any reasons thereto.

21. The quantities contracted and amended from time to time shall be strictly adhered to.

22. The makes/brands of the items offered and accepted by the Academy shall not be subjected to change, until and unless agreed to by the Competent Authority of the Academy.

23. The supplies shall be made as and when supply order/ requisition placed by the Academy.

24. The supplies are liable for test/quality check if the competent authority required.

# 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/percentages.

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 Sports Section 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 rejection of any item by the Academy or in case of neglect, failure or delay on the part of the contractor to comply with any demand or indent 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 items 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/noncompliance 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. **Performance Security Clause** :- The successful bidder on receipt of supply order should submit a Bank Guarantee (5% 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 15 days of the placement of supply 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 supply order and forfeit EMD. 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".

27. **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.

28. **<u>High Court for Settlement of Dispute</u>**. 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.

29. **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.

# 30. Payment of Bills.

(a) The contractor should submit bill to the indenter immediately after supply for payment.

(b) Bills submitted by the contractor will have GSTIN printed on it. Any bill received without GSTIN printed on it will be liable to be rejected.

(c) Payment of bill will be generally cleared within 45 days of receipt of bill/s. All payment would be made though e-payment. Hence, organization details in specified format must be submitted alongwith the bills.

# <sup>31</sup>. Opening and Evaluation of Technical Bids:

a) The Tender Committee appointed by the Competent Authority of Academy will open all Technical Bids in the first instance on the appointed date and time at SVP NPA Hyderabad.

- b) During evaluation of the bids, the purchase committee may, at its discretion, ask the Bidder for clarifications of its bid. The clarification of the bidder shall be in writing.
- c) No bidder shall contact the committee member on any matter relating to its bid from the time of the bid opening to the time the purchase order is placed. If the Bidder wishes to bring additional information to the notice of the Purchaser it should be done in writing.
- d) Any effort by a bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or purchase order decision will result in rejection of the bid.
- e) The results of the evaluation of the Technical Bids along with the date of opening of the Financial Bids will be uploaded in the portal. The purchase committee may at its option to choose to open the financial bids immediately after the opening and evaluation of the Technical Bids.

# 32. Opening and evaluation of Financial Bids:

- a) The Tender Processing Committee will open the financial bids in favour of bidder who successfully qualified technical bid.
- b) Arithmetical errors will be rectified on the following basis:- If there is a discrepancy between words and figures, the lower of the two shall be taken as the bid rate of medicine. If the bidder does not accept the correction of errors, as aforesaid, its bid will be rejected, and its EMD will stand forfeited

#### 33. Eligibility Conditions

- a) The bidding firm should have the capability to supply the ordered item in time as and when supply order placed and supply should be completed after 15 days from the date of receipt of purchase order.
- b) Any Government organization/undertaking should not have blacklisted debarred/suspended the bidding firm.

- c) The Vendor should preferably be an entity registered in India.
- d) The firm/agency/distributor/wholesaler with sound financial position are only eligible to submit the tender form.
- (e)The successful bidder should produce a certificate from the Drugs Controller or an affidavit stating that there is no case pending against the firm under the Drugs Act.
- 34. **Taxes and Duties**. Vendor shall be entirely responsible for all taxes, duties, license, fees etc. incurred until delivery of the contracted items to the Academy.

(R. Jayanthi) Administrative Officer (Admn) SVP National Police Academy