

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

OPEN TENDER NO : 5538/HK-3/2019

**TENDER FOR RENEWAL OF EXISTING XRY PRODUCT WITH
LATEST SOFTWARE AND ADDITIONAL UPDATED CABLES
FOR SARDAR VALLABHBHAI PATEL, NATIONAL POLICE
ACADEMY, HYDERABAD**

Date of Tender Enquiry : 09/07/2019

Closing date & time of submitting bids :30/07/2019 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

OPEN TENDER
(e-Tender)

1. SVP National Police Academy, Shivrampally, Hyderabad, invites **e-bids** under two- bid system from reputed firms for **renewal of existing XRY product with latest software and additional updated cables for the Academy.**

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

a)	Tender No.	5538/HK-3/2019
b)	Description of stores	Tender for renewal of existing XRY product with latest software and additional updated cables for the Academy. The licence of the existing product was expired in April 2018. The support should be valid upto 31 March 2020.
c)	Type of Tender	Open Tender
d)	Bid System	Two Bid System (Two cover Technical Bid & Financial Bid)
e)	Earnest Money Deposit	FDR/BG for Rs 9,000/- (Rupees Nine Thousand) drawn from any of the Commercial Banks in favour of the 'The Director, S.V.P National Police Academy, Hyderabad and should be valid for 180 days from the date of opening of tender.
f)	Delivery schedule / completion period	Supply should be completed within 10 days from the date of issue of supply order from the Academy.
g)	Bid validity	Bid should be valid for 180 days from the date of opening of bid.
h)	Warranty	The supply should be valid upto 31 Mar 2020
i)	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) 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.	Particular	Date	Time
1.	Date of online publication of tender	09/07/2019	1800
2.	Starting date for downloading Tender document	09/07/2019	1805
3.	Bid submission starting date	09/07/2019	1810
4.	Bid submission closing date	30/07/2019	1200
5.	Closing date & time for submission of original copies of EMD	30/07/2019	1700
6.	Opening of technical bids.	31/07/2019	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. **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 enrol/register before participating through the website <http://www.eprocure.gov.in>. The portal enrollment is free of cost.

(c) The contract when awarded will remain operative for a period of one year or successful execution of work whichever is earlier.

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

(e) Total cost of the renewal of software will be considered for deducting the L1 bidder.

(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: <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, FDR/BG (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 9,000/- (Rupees Nine Thousand)** only should be deposited in form of FDR/BG drawn on any nationalized bank in favour of 'The Director, S.V.P. National Police Academy, payable at SBI, Shivarampally, Hyderabad and should be **valid for 180 days** from the date of opening of tender. **Bids without EMD will not be considered.** Tender Reference Number of details should be mentioned on the backside of the original FDR/BG and the same should be sent to SVP National Police Academy, Hyderabad before due date for 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 queries regarding e-tendering process, the bidders are requested to contact over phone : 040-4200462, 08826246593, 040-24234426 or send a mail over to cppp-nic@nic.in.

10. The bidder should have their own full-fledged service centre with all necessary tools kits and well qualified engineers and any service call should be responded without failure during warranty period.

11. 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 scanned and attested copy of following documents:-

(i) Firm Registration Certificate as per Companies Act of India.

(ii) GST Registration alongwith latest submitted return.

(iii) PAN Card of the firm.

(iv) Details of previous experience/ supply.

(v) Authorisation certificate from OEM.

(vi) Previous year IT Return and Annual Turnover of last three years (2015-16, 16-17, 17-18).

(vii) The cumulative annual financial turnover of the bidder during the last three years should be at Rs 10,80,000/- 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. Bidder Firm should not have suffered any ***financial loss for more than one year during the last three years, ending on 31 Mar 2018.***

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

(ix) LOB (Letter of bid).

(x) **Technical compliance statement** alongwith any deviation of specification should be submitted in clear statement form. Bidders with no compliance statement will be summarily rejected.

(xi) Scanned copy of EMD. **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, the total cost for renewal of existing XRY product with latest software and additional updated cables with support valid upto 31 March 2020 **should 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.

(d) 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.

(e) The offered amount of service as per given specification **shall be inclusive of all the Taxes (including GST), handling, installation charges, etc.**

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

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 forfeit the Bid Security submitted along with the bid.

13. 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.

14. Liability of the purchase order getting cancelled, if the quality/ progress of the service is found to be not satisfactory or if there is an inordinate delay of more than 4 weeks of issuing order. The bidder will be accordingly blacklisted by the Academy.

15. The successful tenderer has to enter into an agreement with the Academy.

16. Delivery/providing service is to be started within 10 days from the issue of work order failing which a penalty **of 0.5% per day will be levied** subject to maximum 10% of the contracted value unless extension is obtained in writing from the office on valid ground. Further in case of inordinate delay of 4 weeks from the date of Work Order, the work order stands cancelled and penal action as per provision of contract will be initiated without any further notice.

17. 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 or through mail.

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

19. After the expiry of the stipulated delivery period, which includes extension period, if any, no service/supply shall be accepted by SVP NPA. If the tenderer applies for the extension period to carryout service/supply, the extension can be granted on valid grounds only once and up to maximum of 30 days.

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 the service to more than one bidder or to cancel the Tender without assigning any reasons thereto.

21. 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/costs.

(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 the 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 :-

(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 services by the Academy or in case of neglect, failure or delay on the part of the contractor to comply with the order issued by the Academy, the Academy may without prejudice to any other action which the Academy may take under the terms of the contract, will be at liberty to get the item/service from any other source. Any expenditure incurred in excess of the contracted value 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.

22. **Performance Security Clause** :- The successful bidder on receipt of LOA (Letter for Award of Contract) should submit a Fixed Deposit Receipt/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 LOA 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 supply 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. No interest will be payable for "Performance Security".

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

24. **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.

25. **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.

26. **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.

27. Payment of Bills.

- (a) The contractor should submit bill in triplicate to the Academy immediately after completion of service/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) All payment would be made through e-payment. Hence, organisation details in specified format must be submitted along with the bills.

28. 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.

29. **Opening and evaluation of Financial Bids.**

(a) The Tender Processing Committee will open the financial bids in favour of vendors 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 value. If the bidder does not accept the correction of errors, as aforesaid, its bid will be rejected, and its EMD will stand forfeited.

30. **Eligibility Conditions.**

(a) The bidding firm should have the capability to provide the ordered service/ supply in time as and when work order placed and service should be started within 30 days from the date of receipt of work 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.

31. **Taxes and Duties.** Firms shall be entirely responsible for all taxes, duties, license, fees etc. Incurred until delivery of contracted product/services to the Academy.

Yours truly,


(Bhupender Kumar)
I/C 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

o/c
[Signature]
09/07/19

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