

Uttar Pradesh Police Technical Services

Tender: COMPETITIVE e-BIDDING

FOR RFP for Instruments/kits chemicals/software of Forensic Science Laboratory,

Uttar Pradesh

GOVERNMENT OF UTTAR PRADESH


S.L.	Activity	Timeline
1	e-bid reference No-	TS-08/2019
2	Place of Opening of e-Bids	UP Police Headquarter, Technical Services, 8 th Floor 4 th Tower Gomti Nagar Extention, Amar Shaheed Path, Lucknow U.P.
3	Address for Communication	UP Police Headquarter, Technical Services, 8 th Floor 4 th Tower Gomti Nagar Extention, Amar Shaheed Path, Lucknow U.P.
4	Contact	9454401005, 945440349
5	Mail for communication	tshq@nic.in / dirfsl@up.nic.in
6	website	www.uppolice.gov.in

e-tender portal : <http://etender.up.nic.in>

SN	Particular	Date	Time
1	Date of publishing of RFP	06-02-2020	12.00
2	Downloading of RFP	12-02-2020	12.00
3	Last Date Submission Of EMD	12-02-2020	12.00
4	e-Bid Submission END date	12-02-2020	12.00
5	Opening of Technical Bid	12-02-2020	14.00
6	Purchasing Committee meeting for technical valuation	14-02-2020	16.00
7	Opening of Financial E-Bid	17-02-2020	14.00
8	Purchase Committee for Financial evaluation	18-02-2020	16.00

e-bid processing fees Rs.2900

EMD Rs. 16,500


1 | RFP



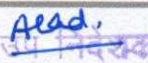

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Table of Contents

Contents

Table of Contents :	2
1. Introduction	3
1.1. About FSL U.P. Lucknow	3
1.2. About the Instrument/Software/Kits	3
2. Instruction to Bidders	3
2.1. General	3
2.2. Tentative Calendar of Events	3
2.3. Earnest Money Deposit (EMD)	4
2.4. UP Police Technical Services/FSL right to terminate the process ...	4
2.5. Acceptance of part / whole bid / modification – rights thereof	4
2.6. Authentication of Bids	4
2.7. Venue & Deadline for submission of Proposal	5
2.8. Late Bids	5
2.9. Language of Proposals	5
2.10. Modification and withdrawal of proposals	5
2.11. Disqualification	5
2.12. Bid Opening and Evaluation Process	6
2.12.1. Bid opening session	6
2.12.2. Evaluation process and award of tender	6
3. Scope of Work	7
4. Technical Specifications	7-9
5. Eligibility Criteria	10
5.1. Eligibility Criteria Requirements	10
A. Brief company Profile	10
B. Financial Turnover	11
6. General Terms & Conditions	11-14
7. Purchase agreement	15
7.1. Signing of Contract	15-16
8. Formats	17
8.1. Undertaking from OEM on authorization of Use of their OEM products	17
8.2. Performance Bank Guarantee	18-19
8.3. Declaration Form	20
9. PRICE SCHEDULE/ BOQ	21

1. Introduction

Uttar Pradesh police technical services/forensic science laboratory procure a wide variety of goods and services in pursuance of their duties and responsibilities. With a view to improving transparency in decision making in public procurement and reducing the scope for subjectivity, department of expenditure in 2017 had prepared a set of manuals on policies and procedures for procurement of goods in conformity with the General Finance Rules(GFR),2005 over the years these manuals have served as a guidebook for procurement. We are following the fundamental principles of transparency, fairness, competition, economy, efficiency and accountability according to GFR 2017.

1.1.About Forensic Science Laboratory

After independence, in 1953 the scientific branch was transferred from Allahabad to Lucknow and in the year 1954 again ,like the proposal of 1945, the chemical Examiner's Agra and scientific branch and crime investigation department(CID) Lucknow was integrated and the proposal of establishing a Forensic Science laboratory in Uttar Pradesh was proposed in 1956 ,it was decided to build a building for the laboratory in Lucknow. The construction work started in 1957. Forensic science laboratory was established by government order No.-297/G-782/67 dated 27-02-1969 in the year 1969. 75 fully equipped mobile forensic vans have given in each districts of Uttar Pradesh for strengthening the scientific investigation and proper collection of scientific evidence.

1.2 About the Instruments/Kit-Chemicals/Software/AMC (Serological Meat Detection System)

Cross over electrophoresis used to determine the species origin of blood stains and tissues. In this variation of the precipitin method, antigen and precipitating antisera are brought together electrophoretically. The instrument should be used for meat identification and other forensic applications. Installation and maintenance of the instrument to be under taken by the bidder for 03 year guarantee of Instruments /Kit-Chemicals/Software/AMCetc. of the Forensic Science Laboratory (UP) Lucknow. The selected bidder shall perform the services as per the scope of work and period of the Agreement.

2. Instruction to Bidders

2.1. General

a. The RFP is not an offer by UP Police Technical Services/FSL (UP) but an invitation to receive proposals from eligible interested bidders in respect of the above-mentioned. The RFP does not commit UP Police Technical Services/FSL to enter into a binding agreement in respect of the instrument with the short listed/qualified bidders.

b. Potential Bidders are referred to as "Bidders" in this document.

2.2. Tentative Calendar of Events

a) Bidders are advised to study this RFP document carefully before participating. It shall be deemed that submission of bid by the bidder has been done after their careful study and examination of the RFP document with a full understanding of its implications. Bidders are also expected to participate in the Pre-bid conference and understand the requirements to allow them to propose the best fit solution.

b) This RFP document is non-transferable bidders are advised to study the e-Tender document carefully. Submission of e-bids against this Tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the e-tender document with a full understanding of its implications.

c). The e-bids prepared in accordance with the procedures should be submitted through e-procurement website <http://etender.up.nic.in>.

d). The e-tender document is available at e-procurement website <http://etender.up.nic.in>. Interested bidders may view, download the e-bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the e-Tender Notice.

2.3. Earnest Money Deposit (EMD)

EMD shall be paid offline and the copy of paid EMD should be scanned and uploaded with the bid.

2.4. UP Police Technical Services/FSL (UP) right to terminate the process.

1. UP Police Technical Services/FSL UP makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone.

2. This RFP does not constitute an offer by UP Police Technical Services/FSL UP, The bidder's participation in this process may result in UP Police Technical Services/FSL UP selecting the bidder to engage in further discussions and negotiations towards execution of agreement and installation of the instrument.

3. The commencement of such negotiations does not, however, signify a commitment by UP Police Technical Services/FSL UP to execute a agreement or to continue negotiations.

4. The UP Police Technical Services/FSL (UP) has the right to terminate process without assigning any reason and no costs will be reimbursed to the participating bidders

2.5. Acceptance of part / whole bid / modification – rights thereof UP Police Technical Services /FSL (UP) reserves the right to accept or reject wholly or partly bid offer, or modify the technical specifications / quantities / requirements mentioned in this RFP including addition / deletion of any of the item or part thereof after pre-bid, without assigning any reason whatsoever. No correspondence in this regard shall be entertained. UP Police Technical Services/FSL UP also reserves the unconditional right to place order on wholly bid quantity to successful bidder.

2.6. Authentication of Bids

The original and all copies of the bid shall be typed or written in indelible ink and signed by the bidder or a person duly authorized to bind the bidder to the agreement. A letter of authorization shall be supported by a written power-of-attorney accompanying the bid. All pages of the bid,

except for un-amended printed literature, shall be initiated and stamped by the person or persons signing the bid

2.7. Venue & Deadline for submission of Proposal

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to e-tender website.

2.8. Late Bids

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.

2.9. Language of Proposals

The proposal and all correspondence and documents shall be written in English / Hindi.

2.10. Modification and withdrawal of proposals –

No proposal shall be modified or withdrawn in the intervening period between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form. Entire bid security may be forfeited if any of the bidders modify or withdraw their bid during the validity period.

2.11. Disqualification –

The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- a. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- b. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.
- c. The bidder qualifies the proposal with his own conditions.
- d. Proposal is received in incomplete form.
- e. Proposal is received after due date and time.
- f. Proposal is not accompanied by all the requisite documents.
- g. If bidder quote same services at minimum cost somewhere else, that minimum cost will be applicable here.
- h. If bidder does not submit MAF (Manufacturers Authorisation Form) by OEM.
- i. If bidder provides quotation only for a part of the Instruments/Kit-Chemicals/Software etc.
- j. Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- k. In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.

l. Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 30 working days of the date of purchase order or within such extended period, as may be specified by UP Police Technical Services/FSL (UP).

m. Bidders may specifically note that while evaluating the proposals, if it comes to UP Police Technical Services' knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the tenders floated by UP Police Technical Services/FSL (UP).

n. If, the bid security, the pre-qualification, technical proposal and the entire documentation (including the hard and soft/electronic copies of the same) submitted along with that found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the financial aspects of the bid.

2.12. BID OPENING AND EVALUATION PROCESS

2.12.1. Bid Opening Sessions

a. Total transparency will be observed while opening the proposals/bids.

b. UP Police Technical Services/FSL (UP reserves the rights at all times to postpone or cancel a scheduled bid opening.

c. In the event of the specified date of bid opening being declared a holiday for UP Police Technical Services/FSL (UP), the Bids shall be opened at the same time and location on the next working day. However, if there is no representative of the bidder, UP Police Technical Services/FSL (UP) will go ahead and open the bid of the bidders.

2.12.2. Evaluation process and Award of Tender

The methodology used for evaluating Bidders is based on the technical qualification/ rates quoted by them in their financial bid, which is final and binding to all Bidders. TSHQ/FSL UP shall not entertain any queries on its evaluation methodology for L1 Bidder. Consideration of rates with the L1 Bidder could be done for finalizing the rates at which the purchase order would be awarded to the BIDDER if necessary.

a. The bid should be comprehensive, and price must be quoted with and without taxes separately as prescribed in the given format of section 8 (Price schedule/BOM) for all the services to be provided by the Bidder mandatorily. In the BOQ (i.e. section 8 - Price schedule/BOM) all four columns (i.e. Basic Price, GST Amount 5% (In case of FSLUP), Total Price Without GST, Total Price With GST) must be filled, non-abiding to the same shall result in the disqualification of the bidder by the department. The work order would be issued to selected bidder on the basis of the bid and further negotiations between the department and the bidder only. No separate payment shall be made for services that are to be delivered by the bidder as part of his scope of work for the instruments/kit-chemicals/software etc.

b. The prices quoted shall be inclusive of all taxes, duties and statutory payments incident upon the Bidder and it shall be a fixed price bid. Once the prices have been tendered to department, no change / modification will be entertained for any cause whatsoever (including changes in regulation, tax and duty structure etc.). The prices once provided by the Bidder will be valid for the entire period of validity of the bid as defined in the bid document.

c. Any revision (increase or decrease) in the rates of taxes, duties, charges and levies at a later date and during the tenure of the bid will be to the account of the Bidder.

d. The Bidder shall be responsible for the costs towards travel/stay, daily allowance or any other allowances with respect to their staff deployed with respect to the execution of this project before or after the award of purchase order. The Bidder having the lowest bid would be invited for consideration of rates for award of project/ purchase order by TSHQ/FSL UP.

3. Scope of Work:

Serological Meat Detection system -This equipment is used to determine the species origin of disputed blood stains and tissues. Now days disputed blood stains and tissues are examined by time taking gel diffusion method but by use of this instruments above said process time will take ninety per cent less time. In reference to fast result related to meat detection cases by the above said equipment which reduce the time and it will expedite the disposal of cases.

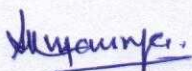
04. Serological Meat Detection system (QTY 08)


Technical specifications

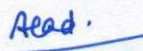
S.N.	Name of instruments- Serological Meat Detection system	Specification	Quantity
1	Electrophoresis System with power supply	(1) Horizontal Electrophoresis System with all Accessories , (Size- Range- (14x12x5 cm To 40x20x11 cm) Electrode- Platinum Buffer Volume: 250-800 ml (2) Auto Start (3) Power Supply- Maximum output 300 volt Current 100mA LCD display.	01 Set
2	pH Meter Digital	1- Micro controller Base LED/LCD/Touch Screen pH range 0.00-14.00	<u>01</u>
3	Liquid Handling System	1- Micropipettes Set with 2 variables Unit- (a) 10µl to 100 µl (Micro Lit)- (eppendorff/Gilson/Microlit/Borosil) (b) 20 µl to 200 µl (Micro Lit)- (eppendorff/Gilson/Microlit/Borosil) 2- Tip Box- 200 µl capacity 3- Tips- 100 µl 4- Tips- 200 µl	01 01 02 500 Pcs. 500 Pcs.

		Micro pipettes Holder for 04 micro pipettes	01
4	Chemicals	A) For Buffer- (Analytical/molecular grade) (i) Tris (ii) Glycine (iii) Hydrochloric Acid (HCl) (iv) NaOH palettes (v) Agarose	250gm x 02 250gm x 02 500 ml x 02 250gm x 02 250gm x 02
5	Glass wares & Tubes	1) Heat resistance branded (Borosil/Pyrex/corning) Measuring Cylinder-100ml Measuring Cylinder-200ml Measuring Cylinder-500ml Conical Flask-100ml Conical Flask-200ml Conical Flask-500ml Funnel-7.5 cm diameter Test Tube Disposable- 0.5ml (mmx75mm12) Test Tube-(20ml) 16 mmx 150 mm Test Tubes Stand for 10 & 20 Tubes Each Petri Dish- 15 cmx2.5 cm (Medium Size). Analysis Test Tube Stand (Acrylic/Metallic)	01 02 02 02 02 02 01 200 12 01 01 01
6	Gloves	Surgical Disposable- size 6.5 number	FOUR box of 50 Pairs each
7	Gloves Heavy Duty	Branded, Rubber/Latex	02 Pairs
8	Nose Mask	For protecting Pollution. Surgical Size- 125 cmx 182 cm	(100 Pcs.)
9	Dissection Box with Tray	Scissors 6 inch (Pointed) Forceps 6 inch (Pointed) Forceps 6 inch (Blunt) (Should be Surgical & Stainless Steel Grade)	(06) (02) (02)

		Spatula- 6 Inch Trey- Size 40 cm x 25 cm x 6 cm (02 Pcs) Kidney Trey	(06) (02)
10	Cotton	Surgical Grade Branded 250 gm.	04
11	Paper	Filter paper.... Blotting paper	100 Sheet 100 Sheet
12	Data Storage Device	1- Laptop Specification- i5 core, Display 15.6 Inch RAM 8 GB, HDD 1000 GB(branded) 2- Printer - Color Ink Jet with Cartridge Paper Size A4, legal, PPM 16, Networking- Yes, Duplex- Yes, Cartridge Ink- 04 Set(branded) 3- With suitable UPS- 1 KVA	01 Set
All of the above items should be branded			


Shri Krishana Maurya
(S.S.A.)


Rashmi Gupta
(S.O.)


Dr. Anil Prakash Yadav
(D.D.)

5. Eligibility Criteria

Sl No	Eligibility Criteria	Supporting document to be submitted	Compliance Yes/No
1.	Tender cost	Draft in favour of SP/AD computer centre, TS.	
2.	EMD	Draft/Fixed Deposit in favour of SP/AD computer centre, TS Lucknow.	
3.	The bidder must be an Authorized equipment & items mentioned in Scope of work.	MAF from the OEM with reference of above mentioned tender number. In absence of MAF tender will be rejected.	
4.	The Bidder should have average turnover of not less than INR 3 Cr or 30% of total cost of instruments (Which one is lesser) as per CVC guidelines for the last three financial years ending; March 31, 2020.	The bidder should submit audited financial reports of the company for last 3 years. Unaudited financial statements certified by the Company auditor for the latest year (2019-20).	
5.	Bidders should not have been blacklisted by the Government of UP.	In this regard the bidder has to be submitted the self-declaration form in the prescribed format on 10 Rs. Stamp paper.	

6.	The bidder should have at least one similar working experience of supply the above motioned instruments/ software/kit-chemicals etc.	Relevant work order copies from the concerned department should be attached.	
7.	GST Registration/ The Bidder should be a company registered under Indian Companies Act 1956 or the Partnership Act 1932. The company should be providing IT / ICT / ITeS operations in India for at least the last five financial years for the year ending 31st March 2019. The bidder (Service Provider) will be a single legal entity.	GST certificate/ Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies, India should be provided by the bidder.	
8.	Warranty (3:3:2PLO)	Signed declaration	

5.1. Eligibility Criteria Requirements

The bid security along with the board resolution authorizing the bidder to sign/ execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP shall be submitted as part of the first envelope as per the instructions provided under Mode of Submission. Bidders are also requested to submit their following responses for the Pre-Qualification Requirements in the given formats:

A. Brief company Profile

Sl no.	particulars	details
1.	Name of organization	
2.	Nature of the legal status in India	
3.	Legal status reference details	
4.	Nature of business in India	
5.	Date of Incorporation	
6.	Date of Commencement of Business	
7.	Address of the Headquarters	
8.	Address of the Registered Office in India	
9.	Address of the Office and Service Delivery Secondary Contact Person (Name, Designation, address, Mobile number, fax, email)	
10.	Other Relevant Information	
11.	Mandatory Supporting Documents: a) Certificate of Incorporation from Registrar of Companies (ROC) b) Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company.	

B. Financial Turnover

Particulars	2017-18	2018-19	2019-20
Revenue (in INR crores)			
Other relevant information			

Mandatory Supporting Documents:

- a) Auditor Certified financial statements for the last three financial years, as mentioned above (Please include only the sections on P&L, revenue and the assets, not the entire balance sheet.)
- b) Unaudited financial statements certified by the Company auditor for the latest year (2019-20)

6. General Terms & Conditions

The details of specifications & instructions are to be followed strictly in accordance with the tender notice.

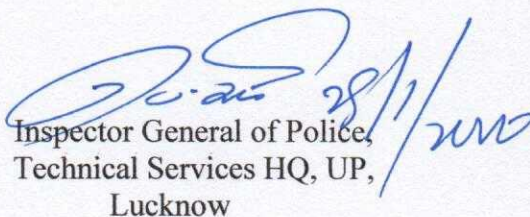
1. The tendering firms are requested to submit the offer in E-Tendering. The First Part will be named as Technical Offer & the Second Part will be called as Financial Offer. The technical offers as well as financial offer are to be uploaded separately for each tender.
2. After submission of tender any addition, alteration or change in any offer shall not be acceptable.
3. All the enclosures should be valid on the date of opening of the tender.
4. If any cutting/ corrections, it should be properly attested by the tenderer.
5. Earnest money (as mentioned in tender advertisement in news papers/e-tendering portal/website) has to be deposited FOR EACH ITEM SEPARATELY at U.P.Police Technical Services, 8th floor, 4th tower Police Head Quarter, Amar Shaeed Path, Gomati Nagar Vistar, Lucknow – 226002. in the form of Fixed Deposit of Scheduled Bank in the name of Superintendent of Police/ Asstt. Director, Uttar Pradesh Police Computer Center, payable at Lucknow and scanned copy uploaded on website along with the Technical Offer, Offers without earnest money will be ignored. If any firm is exempted from furnishing earnest money, enclose government orders, if government order is not submitted by the tenderer his tender will not be considered.
6. It shall be the responsibility of the tendering firms to present themselves on the dates of opening of Technical & Financial offers and acquaint themselves with the short comings in tender if any. No separate intimation will be sent to them in this regard.
7. The Technical Committee has the right to accept the items which are functionally equivalent and of international repute and quality. Decision of Technical Committee shall be final in this regard.
8. Tenderer /bidder authorized person who shall sign the offer and all the enclosures submitted/ uploaded by them should have signature with their designation, seal and date.
9. Tenderer/bidder should quote the financial bid with **GST @ 5%**, which is applicable for Forensic Science Laboratory, UP by vide notification No.-45/2017-Central Tax Rate of Ministry of Finance, Government of India. Certificate will be provided by Forensic Science Laboratory, UP for the same.
10. Quoted equipments should be complete working system with all necessary accessories including stabilizer / UPS, cables, wires etc. to run the system properly at the time of installation.
11. Clearly mention installation requirements in the technical offer. Only space and electrical points will be provided at the time of installation. Installation of the supplied equipments shall be completed within 30 days from the date of receipt of equipment, failing which equipments costing up to Rs.5 lakhs, penalty of Rs.100-00 per day and for every additional 5 lakhs Rs.100-00 per day may be charged.
12. On Site Comprehensive Warranty of the equipments(including software and hardware) will be **THREE YEARS** on parts and labour from the date of supply and successful installation. Maintenance work of the supplied equipments shall be done by the supplier firm during warranty period.

13. Service center of Supplied instrument preferable situated in North India so that servicing of the quoted instrument would be faster, easier and cheaper. During warranty period in case of local service centers complaints should be attended Next Business Day and in case of out station service centers complaints should be attended within 7 days, failing which equipments costing up to Rs. 15 lakhs penalty of Rs. 100.00 per day and for every additional 5 lakhs Rs. 100.00 per day may be charged.
14. Supply is to be executed as mentioned in the purchase order. Officer who is issuing purchase order can, permit extra time on his discretion If after making purchase agreement, any tenderer fails to supply goods of desired quality and quantity within 30 days in case of indigenous supply and 60 days in case of foreign supply, supply order may be cancelled and Security Money/Earnest money deposited by tenderer may be forfeited.
15. Attach list of organizations to which the equipments have already been supplied and performance reports obtained from them with the technical offer.
16. The items quoted should be of repute/ standard brand. The tenderer should mention full particulars about the brand, name, make, model, manufacturer and detailed specifications of the material offered by them with printed literature/brochure.
17. Technical details as per tender specifications or their compatibility with the tender, specifications shall be clearly mentioned in the technical offer.
18. Firms shall quote in Indian Rupees and they must enclose (i) Self attested photocopy of valid Tax Registration / latest Clearance Certificate (ii) photo copy of PAN / TAN / GST no. (iii) Bank account no., name of bank and branch and IFSC Code.
19. The tenderer is required to submit an affidavit on 10 rupees stamp paper stating that:
 - a. There is no dispute between the tenderer and state Govt./UP Police.
 - b. The tenderer has no link with Mafia or some unsocial elements or organized crime.
20. Quote rates including packing, forwarding, insurance, installation FOR destination anywhere in U.P. excluding all taxes and duties. However, taxes etc., should be mentioned separately.
21. After the receipt of goods in Forensic Science Laboratory, U.P. as specified in the purchase order (any FSL, UP), installation where needed shall have to be carried out by the firms at the required places within Uttar Pradesh.
22. Any conditional discount on quantity basis (different discounts for different quantities) shall not be acceptable and such offers shall be rejected out rightly. However, unconditional discount given on quoted price on whole quantity, mentioned in financial offer only be acceptable.
23. The under signed reserves the right to accept or reject any tender, either in part or full, without assigning any reason thereof.
24. Firms must come prepared to demonstrate their goods in Forensic Science Laboratory, U.P. Lucknow- 226006 on the next date of opening of technical bid. Demonstration will be asked if required, failing which tender will be rejected/ disqualify.
25. The validity of the rates should be at least for six months from the date of opening of the tender.
26. It is hereby clarified that the tender is not restricted to Authorized Representative of OEM'S for any product. Authorization from Indian Resellers, if any, will not be valid.
27. Authorized Agent/Dealer/Supplier/Distributor should submit a self-attested valid certificate of authority of their Principal/Manufacturer should attach a proof of which being so. Authorization is not necessary for kits, Chemicals, Glassware, General Apparatus, Lab work station, furniture.

28. Payment to the tenderer by CAD TERMS i.e. 100% payment by Swift/ Wire Transfer to tenderer's Bank Account upon submission of required documents together with certificate of acceptance of equipment by the end-user's Department/Consignee to release 100% payment to the supplier.
29. It will be the responsibility of the Indian agent of foreign principal to clear the consignment from customs and deliver it to across the FSL Uttar Pradesh as specified in the purchase order. The Indian Agent would bear the custom clearance charges (except custom duty), transportation charges, octree etc. for supply of the goods to Forensic Science Laboratory, U.P. Lucknow or as specified in order.
30. Custom duty Exemption Certificate will be provided by Forensic Science Laboratory, U.P., Lucknow.
31. Successful Tenderer will deposit 5% of the cost of equipment in India as security money and sign a purchase agreement within 7 days after receipt of purchase order on Rs. one hundred non judicial stamp paper at their own cost. Draft of purchase agreement shall be enclosed with the purchase order. Purchase order to the firms, who fail to execute the agreement shall be cancelled and EMD deposited by them shall be forfeited. Owner/partners of the firm /authorized person will sign purchase agreement. All signatures should be attested by notary. (Authorized person will attach authority letter of owner/partners of the firm).
32. Security Money will be in the form of Fixed Deposit of scheduled Bank in the name of Superintend of Police /Asstt. Director, Uttar Pradesh Police Computer Center, payable at Lucknow, or in the name of tenderer and pledged to Superintend of Police / Asstt. Director, Uttar Pradesh Police Computer Center, Lucknow, which will be returned after expiry of warranty period. The validity of FDR should be of 38 months (3 years warranty + 2 additional months)
33. After thorough examination if the equipment delivered is found defective and unserviceable, it is to be replaced with new one within 30 days in case of indigenous items and 90 days in case of imported items. The expenditure incurred on this account will be borne by the "Supplier Firm". In case of inability to do so, the total cost of the equipment shall have to be refunded by the firm to the government of U.P.
34. Bill to be submitted in triplicate by the firm in the name as mentioned in Purchase Order. Normally payment of bill will be made within 30 days but in case of delay no interest will be paid.
35. Special Terms and conditions if any for any particular equipment should be mentioned in the specifications of the equipment in the tender form.
36. If any item is on D.G.S & D/D.I./GeM rates for contract enclose copy of rate contract along in the technical offer.
37. Tendering firms will also impart hands on training for the supplied equipment at the site of installation and wherever necessary free of cost. (Minimum 03 scientists).
38. Due to continuous research and developments and introduction of new models tendered can supply upgraded model at the quoted price with permission of the department.
39. Tendering firms should ensure that they will make available consumables, spares and services for equipment at least for five years from the date of supply and installation.
40. If supplier is unable to supply consumables, spares and services for five years, he has to take back the supplied equipment and replace it by upgraded version free of cost. Supplier firm will provide driver software for new operating systems free of cost for five years.

41. Tenders received after the due date and time or incomplete tenders will not be accepted. This office will not be responsible for postal delay. Conditional tenders will not be accepted.
42. If any firm will be defaulter of any terms and conditions given above the undersigned has right to deduct the, part or full amount of the Earnest money/ Security money deposited by the firm, firm may be black listed and legal action may be taken.
43. All disputes will be subject to jurisdiction of court at Lucknow only.

Following declaration form duly filled in and signed should be submitted along with the technical offer failing which tender will be rejected.


 Inspector General of Police,
 Technical Services HQ, UP,
 Lucknow

7. Purchase Agreement

7.1. Signing of Contract

This Agreement made and entered at Lucknow on dated..... 2019 between Shri.....son of R/O for and on behalf of M/S..... as first party who hereafter called as **"Supplier Firm"** and Governor Uttar Pradesh through **Director Forensic Science Laboratory Uttar Pradesh, Lucknow** as Second party who is hereafter called as **"DIR"**.

1. It is agreed by an between the parties i.e. "Supplier Firm" and "DIR" for the supply of following equipment on the agreed terms and conditions as follows:-

Sl. No.	Name of equipments	Quantity	Total cost INR

2. That the "Supplier Firm" has deposited F.D.R. No. of Rs- issued by..... Bank..... in the name of **SP/AD computer center, Lucknow** as security deposit with

- the second party which will be returnable after the expiry of warranty period, Warranty will start from the date of installation and satisfactory performance of the supplied goods. The validity of FDR should be 38 months (3 Years warranty + 2 additional months).
3. Supply is to be executed as mentioned in the purchase order. Officer who is issuing purchase order can, permit extra time on his discretion If after making purchase agreement, any tenderer fails to supply goods of desired quality and quantity within 30 days supply order may be cancelled and Security Money/Earnest money deposited by tenderer may be forfeited.
 4. "Supplier Firm" will supply above mentioned equipment as complete working system with all necessary accessories including stabilizer, UPS, Cables, wires etc. to run he system properly during warranty period. Only space and electrical points will be provided.
 5. Bills to be submitted in triplicate by the firm in the name of **SP/AD computer center, Lucknow**. Normally payment of bill will be made within 30 days but in case of delay no interest will be paid.
 6. That the "Supplier Firm" (Indian agent of Foreign Principal) will do all the formalities of supply e.g. clearing the consignment from customs and deliver it to Forensic Science Laboratory, U.P., Mahanagar, Lucknow. After the receipt of goods in Forensic Science Laboratory, U.P. as specified in the purchase order (any FSL, UP) installation where needed shall have to be carried out by the firms at the required places within Uttar Pradesh.
 7. Custom duty exemption certificate will be provided by Forensic Science Laboratory, Lucknow.
 8. On site comprehensive Warranty of equipment will be three years on parts inclusive of Labour charges from the date of successful installation.
 9. That installation of the supplied equipments shall be completed within 30 days from the date of receipt of equipment in the laboratory, failing which equipment costing up to Rs. 5 Lacks, penalty of Rs. 100.00 per day and for every additional 5 lacks Rs. 100.00 per day will be charged.
 10. That during warranty period in case of local service centers complaints should be attended "Next Business Day" and in case of out station service centers complaints shall be attended within 7 days, failing which equipment costing up to Rs. 5 lacks penalty of Rs. 100.00 and for every additional 5 lacks Rs. 100.00 per day will be charged.
 11. That the "Supplier Firm" will make available consumables, spares and servicing of equipments at least for ten year from the date of supply and installations. If "Supplier Firm" is unable to supply consumables, spares and services for five years, it has to take back the supplied equipment and replace it by its latest version free of cost.
 12. That the "Supplier Firm" provided upgraded version of software for new operating systems free of cost for five years.
 13. Tendering firm will also impart hands on training to five scientists for the supplied equipments wherever necessary free of cost.
 14. Update due to continuous research and development and introduction of new models "Supplier Firm" can supply upgraded model at the same quoted price, with permission of the user.
 15. That is after thorough examination the equipment delivered is found defective; it is to be replaced with new one within 30 days in case of indigenous item and 90 days for imported items. The expenditure incurred on this account to be borne by the "Supplier Firm". In case of inability to do so, the total cost of the equipment shall have to be refunded by the firm to the government of U.P.
 16. That if "Supplier Firm" will be defaulter of any terms and conditions given above the undersigned has right to deduct the part or full amount of the earnest money security

money deposited by the firm and "Supplier Firm" may be black listed and legal action may be taken.

17. All disputes will be subject to jurisdiction of court at Lucknow only.

Place: Lucknow

First Party

Name, Address and Signature

Second Party

Director

Forensic Science Laboratory

Uttar Pradesh, Lucknow

Witness of First Party

Name, Address and Signature

Witness of Second Party

8. Formats

8.1. Undertaking from OEM on authorization of Use of their OEM products

(Company letter head) [Date]

To

DIG, UP Police Technical Services
UP Police Technical Services Headquarter,
8th Floor Tower 4, Police Headquarters,
Amar Shaheed Path Gomati Nagar Extension,
Lucknow – 226002

Sub: Authorization of OEM name partnering with bidder to Provide technical support Services
Based on Our Product(s)

Sir,

This is to certify that I/We am/are the Original Equipment Manufacturer(OEM) in respect of the products listed below. I/We confirm that <name of SP> ("SP") have due authorization from us to provide services, to UP Police Technical Services, that are based on our product(s) listed below as per Request for Proposal (RFP) document relating to providing of the solution,

Implementation, training & maintenance services, Information Technology Infrastructure and System Integration services to UP Police Technical Services. We further endorse the warranty, contracting and licensing terms provided by SP to UP Police Technical Services

Yours faithfully,

Authorized Signatory Designation
OEM's company

8.2. Performance Bank Guarantee

To,
SP/AD, UP Police Computer Centre
UP Police Technical Services Headquarter,
7th Floor, Tower 4, Police Headquarters,
Amar Shaheed Path, Lucknow – 226 002

Dear Sir,

SUB: PERFORMANCE BANK GUARANTEE for UP Police Technical Services, Government
Of Uttar Pradesh

WHEREAS

M/s. (name of bidder), a company registered under the Companies Act, 1956, having its registered office at (address of the bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated (Herein after, referred to as "Contract") with you (UP Police Technical Services, Government of Uttar Pradesh) for We are aware of the fact that as per the terms of the contract, M/s. (name of bidder) is required to furnish an unconditional and irrevocable bank guarantee in your favour for an amount INR 5% of total cost and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and

conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest order.

This Performance Bank Guarantee shall continue and hold good till the completion of agreement period of three years and two month extra, subject to the terms and conditions in the said Contract/agreement.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said purchase order until the completion of agreement period of three years and two month extra, for the total solution as per said Contract/agreement. We hereby expressly waive all our rights to pursue legal remedies against UP Police Technical Services.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before (Date)

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day 2019.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

DECLARATION

I, (name of the authorized representative).....son of
..... of M/S (Name of
firm).....
have read all the rules of tender (1 to 43) given above. These are acceptable to our firm. Earnest
Money in the form of Fixed Deposit of scheduled Bank
Rs.....) in
words..... in favour of
superintendent of police/ Asstt. Director, Uttar Pradesh Police Computer Centre, payable at
Lucknow is enclosed herewith.

PLACE.....

DATE.....

(Signature and seal)

Signed by bidder

Note:

This guarantee will attract stamp duty as a security bond. A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

9. PRICE SCHEDULE/ BOQ

Sl. no.	Name of instrument	Quantity	Basic price	GST amount	Total price without GST	Total price with GST
1	Serological Meet Detection System	08				

Signature

Signature
 वैज्ञानिक अधिकारी
 विधि विज्ञान प्रयोगशाला, उ०प्र०
 महानगर, लखनऊ

Head.
 सप निदेशक
 जीव विज्ञान
 विधि विज्ञान प्रयोगशाला
 उ०प्र०, लखनऊ