

# Uttar Pradesh Police Technical Services

Tender: COMPETITIVE e-BIDDING

Bid Document for purchase of Refractive Index Measurement System for Forensic Analysis of Glass Fragments, for Forensic Science Laboratory, Uttar Pradesh

## GOVERNMENT OF UTTAR PRADESH

S.L.	Activity	Timeline
1	e-bid reference No-	TS-46/2020
2	Place of Opening of e-Bids	Police Headquarters, 8th Floor, 1st Tower Gomti Nagar Extension, Amar Shaheed Path, Lucknow U.P.
3	Address for Communication	Technical Services Headquarters, 8th Floor, 4th Tower Gomti Nagar Extension, Amar Shaheed Path, Lucknow U.P.
4	Contact	9454401005, 9454400425
5	Mail for communication	tshq@nic.in/ dirfsl@up.nic.in/ spts-up@up.gov.in

District	Tender No.	Instrument Name	Qty.	EMD (inRs.)	Tender Cost (inRs. With GST 18% )
Prayagraj Ghaziabad Agra	TS-46/2020	Refractive Index Measurement System for Forensic Analysis of Glass Fragments	03	75,500	13334

Date of tender bid download/upload	21-09-2020	1700 hrs
Pre Bid meeting-	09-10-2020	1130 hrs
Last date of submission bids	21-10-2020	1700 hrs
Last date of deposit original tender cost and EMD	21-10-2020	1700 hrs
Date of opening of online technical e-bid	22-10-2020	1100 hrs
Date of purchase committee meeting for technical evaluation	22-10-2020	1100 hrs

## Table of Contents

### Index

Table of Contents .....	2
1. Introduction .....	3
1.1. About FSL U.P. ....	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) .....	3
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 .....	4
2.8. Late Bids .....	4
2.9. Language of Proposals .....	4
2.10. Modification and withdrawal of proposals .....	4
2.11. Disqualification .....	5
2.12. Bid Opening and Evaluation Process .....	6
2.13 Arbitration.....	7
3. Scope of Work .....	7
4. Eligibility Criteria .....	8
4.1. Eligibility Criteria Requirements .....	8
A. Brief company Profile .....	8
B. Financial Turnover .....	9
5. General Terms and Conditions .....	9
6. Purchase of agreement .....	13
7. Formats .....	15
7.1. Undertaking from CEM on authorization of Use of their OEM products.....	15
7.2. Performance Bank Guarantee .....	16
7.3. Integrity Pact .....	18
8. PRICE SCHEDULE/ BOC .....	20
9. Mandatory Checklist for bidder .....	21-22

## Introduction

Uttar Pradesh Police Technical Services procures a wide variety of goods and services in pursuance of their duties and responsibilities. This bid document is designed to procure The Refractive Index Measurement System for Forensic Science Laboratory and its accessories are to be used by the Forensic Science Laboratories, Prayagraj, Ghaziabad, Agra for Forensic Analysis of Glass Fragments examination.

### 1.2 About the Equipment/Accessories/CMC-

This instrument used to measure refractive index at multiwave length inclusive of : Mounting adapter, Monochromatic light source device, Allen Wrench, Test piece, Mono bromo naphthelene 4 ml, methylene iodide containing sulphur solution 4 ml lighting glass, interference filters, tube band, instruction manual. The instrument along with installation/Shifting to be under taken by the bidder up to 03 year guarantee of the various Forensic Science Laboratories of UP. 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 bid document is not an offer by UP Police Technical Services but an invitation to receive proposals from eligible interested parties in respect of the above-mentioned. Through the bid document UP Police Technical Services does not commit to enter into a binding agreement in respect of the instrument with the short listed/qualified bidders.
- b. Potential bidders are referred as "Bidders" in this document.

### 2.2. Tentative Calendar of Events

- a) Bidders are advised to study this bid document carefully before participating. It shall be deemed that submission of Bid by the bidder has been done after a careful study and examination of the bid document with 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 bid 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-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. The e-bids prepared in accordance with the procedures should be submitted through e-procurement website <http://etender.up.nic.in>.

### 2.3. Earnest Money Deposit (EMD)

EMD shall be paid accepted in the form of Account Payee Demand Draft or Fixed Deposit receipt pledged in favour of Superintendent of Police/ Asstt. Director, Uttar Pradesh Police Computer Center, Lucknow or Banker's Cheque or a Bank Guarantee from any of the scheduled commercial banks. The copy of paid EMD should be scanned and uploaded with the bid. The bidders are strictly advised against attaching any Earnest money in an envelope. The originals of tender fee and EMD should be made available before the opening of the technical e-bid.



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

1. UP Police Technical Services makes no commitment, explicit or implicit, that this process shall result in a business transaction with anyone.
2. This bid document does not constitute an offer by UP Police Technical Services. The bidder's participation in this process may result in UP Police Technical Services selecting the bidder to engage in further discussions and negotiations towards execution of an agreement or a contract.
3. The commencement of such negotiations does not, however, signify a commitment by UP Police Technical Services/FSL UP to execute any agreement/ contract or to continue negotiations.
4. The UP Police Technical Services 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 reserves the right to accept or reject, wholly or partly, the bid offer, or modify the technical specifications / quantities / requirements mentioned in this bid document 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 also reserves the unconditional right to place order on whole bid quantity to the 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 the pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons authorized.

#### **2.7. Venue & Deadline for submission of Proposal**

Proposals, complete in all respects as specified in the bid document, 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 bid document:

- a. Proposal not submitted in accordance with the procedure and formats prescribed in this document are 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 Authorization 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 affecting the sanctity of the tendering process, 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.
- 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.
- o. Bidders shall attach list of organizations to which the equipment have already been supplied and performance reports obtained from them with the technical offer.
- p. The items quoted should be of reputed/ 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.
- q. Technical details as per tender specifications or their compatibility with the tender, specifications shall be clearly mentioned in the technical offer.
- r. 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 number, name of the bank and branch and the IFSC Code.
- s. The tenderer is required to submit an affidavit on 10 rupees stamp paper stating that:
  - i. There is no dispute between the tenderer and the Government of Uttar Pradesh/JP Police.
  - ii. The tenderer has no link with Mafia or some unsocial elements or organized crime.



- t. 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.

## **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 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, 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 will go ahead and open the bid.

### **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 bid, which is final and binding to all bidders. UP Technical Services shall not entertain any queries on its evaluation methodology for arriving at a decision on L1 Bidder. Negotiation of rates with the L1 bidder could be done for finalizing the rates at which the purchase order would be awarded to the successful bidder if necessary. Technical offers will be opened only for those bidders who fulfill the eligibility criteria laid down in Para 4. Similarly, financial offers will be opened only for those bidders who fulfill the technical specifications laid down in Para 3

- a. The bid should be comprehensive, and price must be quoted with and without taxes separately as prescribed in the give format of section 12 (Price schedule/BOQ) for all the services to be provided by the bidder mandatorily. In the BOQ (i.e. section 12 - Price schedule/BOQ) all four columns (i.e Basic Price, GST Amount 5% (In case of FSL, 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 vendor 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 the 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 quoting the lowest price would be invited for consideration of rates for award of project/ purchase order by Uttar Pradesh Technical Services.



## 2.13 Arbitrations

### 2.13.1 Mode of settlement of disputes/differences shall be through Arbitration.

If the parties fail to resolve the dispute by mutual consultation within 21 (twenty one) days, then, depending on the position of the case, either the purchaser or the supplier shall give notice to the other party of its intention to commence arbitration as hereinafter provided:

- (1) When the contract is with domestic supplier, the applicable arbitration procedure will be as per the Indian Arbitration and Conciliation Act, 1996.

### 2.13.2 Venue of Arbitration

The venue of arbitration shall generally be Technical Services Headquarters, Lucknow.

### 2.13.3 Panel of Arbitrators

For quick settlement of disputes, the arbitrator shall be appointed by the Technical Services Headquarters.

### 2.13.4 Applicable Law

The contracts shall be interpreted in accordance with the laws of the Union of India.

### 2.13.5 Legal Advice

While processing a case for arbitration, the purchase department is to take legal advice, at appropriate stages from competent authorities like the Law Department of Government.

## 3. Scope of Work-

This instrument is used to measure the refractive index of various type of glass fragments.

### 3.1 Technical Specification:

**Name of the Instrument-** Refractive Index Measurement System for the Forensic Analysis of small glass fragments

Refractive Index (Measurement Range): 1.2600 to 1.7500

Wavelength range: 589nm, 486nm, 656nm, 680nm, 1100nm

Measurement Temperature Range: 5 to 50 degree c

Measurement accuracy:  $\pm 0.0002$

#### **Inclusive of:**

Near Infrared Ray Viewer, Mounting Adapter, Monochromatic

Light Source Device, Allen Wrench, Test Piece, Monobromonaphthalene

(4ml), Methylene Iodide containing sulphur solution (4ml) lightening glass, Tube Band,

Instruction Manual.



#### 4. Eligibility Criteria

Sl No	Eligibility Criteria	Supporting document to be submitted	Compliance
1.	Tender cost	Draft in favour of Superintendent of Police/ Asstt. Director, Uttar Pradesh Police Computer Center, Lucknow	
2.	EMD	Draft/FDR in favour of Superintendent of Police/ Asstt. Director, Uttar Pradesh Police Computer Center, 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 for the last three financial years ending March 31, 2020.	The bidder should submit audited financial reports of the company for last 3 years. (2016-2017, 2017-2018, 2018-2019) 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 mentioned instruments/ software/kit-chemicals etc.	Relevant work/purchase 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 operating and conducting relevant business in India for at least the last three financial years for the year ending 31st March 2020. The bidder (Service Provider) will be a single legal entity.	GST certificate, Certificate of Incorporation/Certificate of Commencement of Business issued by the Registrar of Companies, India should be provided by the bidder.	
8.	Warranty (3:3:3 PLO)	Signed declaration	

#### 4.1. 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 bid document 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 /Authorized dealer 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	

*Sah*

*Deepak*

*Tejash*

*Ra*



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 (If Applicable)

#### B. Financial Turnover

Particulars	2016-17	2017-18	2018-19
Revenue (in INR crores)			
Other relevant information			

#### Mandatory Supporting Documents:

- 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.)
- Unaudited financial statements certified by the Company auditor for the latest year (2019-20)
- Relevant project experience of the Bidder as a single legal entity

#### 5. General Terms & Conditions

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

- 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.
- After submission of tender any addition, alteration or change in any offer shall not be acceptable.
- All the enclosures should be valid on the date of opening of the tender.
- Cutting/ corrections, if any, should be properly attested by the tenderer.
- Earnest money (as mentioned in tender advertisement in newspapers/e-tendering portal/website) has to be deposited for each item separately at U.P. Police Technical Services, 8<sup>th</sup> Floor, 4<sup>th</sup> Tower, Police Headquarter, Amar Shaheed Path, Gomi 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, it shall enclose relevant government orders, in absence of which, their tender will not be considered.
- 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.
- The Purchase Committee has the right to accept the items which are functionally equivalent and of international repute and quality. Decision of the purchase committee shall be final in this regard.
- 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 as applicable.
10. Quoted equipment should be complete working system with all necessary accessories including stabilizer / UPS, cables, wires as well as the reagents/reactions etc required 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 equipment shall be completed within 30 days from the date of receipt of equipment, failing which, for equipment costing up to Rs. 5 lakhs, a penalty of Rs. 100.00 per day will be charged. For every additional 1 lakh cost, an amount of Rs. 20.00 per day will be charged.
12. On site comprehensive warranty of three years on equipment (including software and hardware) shall be inclusive of replacement of parts and labour charges and CMC fourth and fifth year from the date of successful installation. Maintenance work of the supplied equipment shall be done by the supplier firm during warranty period.
13. Service center of the supplied equipment should preferably be situated in North India so that servicing of the supplied equipment is faster, easier and cheaper. During warranty period in case of local service centers complaints should be attended to on the next business day and in case of out station service centers complaints should be attended to within 7 days, failing which, for equipment costing up to Rs. 5 lakhs, a penalty of Rs. 100.00 per day will be charged. For every additional 1 lakh cost, an amount of Rs. 20.00 per day will be charged.
14. Supply is to be executed as mentioned in the purchase order. Officer who is issuing purchase order can, permit extra time at 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. After the receipt of goods in Forensic Science Laboratory, U.P. as specified in the purchase order (any FSL, U.P.), installation where needed shall have to be carried out by the firms at any required place within Uttar Pradesh.
16. Any conditional discount on quantity basis (different discounts for different quantities) shall not be acceptable and such offers shall be rejected outrightly. However, unconditional discount given on quoted price on whole quantity, mentioned in financial offer will be acceptable.
17. The under signed reserves the right to accept or reject any tender, either in part or full, without assigning any reason thereof.
18. 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/ disqualified.
19. The validity of the rates should be at least for six months from the date of opening of the tender.
20. It is hereby clarified that the tender is restricted to authorized representatives of OEMs for any product. Authorization from Indian Resellers, if any will not be valid.
21. Authorized Agent/Dealer/Supplier/Distributor should submit a self-attested valid certificate of authority of their Principal/Manufacturer and should attach a proof of which being so. Authorization is not necessary for spares, kits, Chemicals, Glassware, General Apparatus, Lab work station, furniture, if applicable.
22. 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.
23. It will be the responsibility of the Indian agent of foreign principal to clear the consignment from customs and deliver it to the FSL Uttar Pradesh as specified in the purchase order. The Indian Agent would bear the custom clearance charges (except custom duty), transportation charges, octroi etc. for supply of the goods to Forensic Science Laboratory, U.P. Lucknow or as specified in order.



24. Custom duty Exemption Certificate will be provided by Forensic Science Laboratory, U.P., Lucknow as applicable.
25. 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 papers, 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).
26. Security Money will be in the form of Fixed Deposit of a Scheduled Bank in the name of Superintendent of Police / Asstt. Director, Uttar Pradesh Police Computer Center, payable at Lucknow, or in the name of tenderer and pledged to Superintendent 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).
27. 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.
28. 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.
29. Special Terms and conditions if any for any particular equipment should be mentioned in the specifications of the equipment in the tender form.
30. If any item is on DGS&D/D.I./GeM rates for contract enclose copy of rate contract along in the technical offer.
31. 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).
32. Due to continuous research and developments, if new models are introduced, tenderer can supply upgraded model at the quoted price with the permission of the department.
33. 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.
34. 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.
35. 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.
36. 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.
37. The renewal date of software would be considered from the time of installation after purchase order (in case of software renewal or CMC) if applicable.
38. One or more annual service visit compulsory till CMC period.
39. 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  
Bhawan/Kalyan, UP Police  
(Chairman-Purchase Committee)

*Sah* *Signature* *Signature* *Signature*

**DECLARATION**

I, \_\_\_\_\_ (name \_\_\_\_\_ of \_\_\_\_\_ authorized  
representative).....Son  
of.....  
of \_\_\_\_\_ M/S \_\_\_\_\_ (Name \_\_\_\_\_ of  
firm)..... have read all  
the rules of tender (1 to 39) 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 / Assistant Director, Uttar Pradesh Police Computer Centre, payable at Lucknow is  
enclosed herewith.

PLACE: .....

DATE .....

(Signature and seal)

**Signed by bidder**





## 6. Purchase agreement

### 6.1. Signing of Contract

This Agreement made and entered at Lucknow on dated..... 2020 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 and 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 equipment	Quantity	Total cost INR

2. That the "Supplier Firm" has deposited F.D.R. No. .... of Rs- ..... issued by ..... Bank..... in the name of **Superintendent of Police/ Asstt. Director, Uttar Pradesh Police Computer Center, payable at 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 the 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 **Superintendent of Police/ Asstt. Director, Uttar Pradesh Police Computer Center, payable at 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 for as mentioned in the purchase order. After the receipt of goods in Forensic Science Laboratory, 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 three years on equipment/kits/chemicals/consumables shall be inclusive of replacement of parts and labour charges from the date of successful installation.
9. That installation of the supplied equipment/kits/chemicals/consumables shall be completed within 30 days from the date of receipt of equipment in the laboratory, failing which, for equipment costing up to Rs. 5 lakhs, a penalty of Rs. 100.00 per day will be charged. For every additional 1 lakh cost, an amount of Rs. 20.00 per day will be charged.
10. That during warranty period, in case of local service centers, complaints should be attended to on the "Next Business Day" and in case of out station service centers complaints shall be attended to

within 7 days, failing which, for an equipment costing up to Rs. 5 lakhs, a penalty of Rs. 100.00 per day will be charged. For every additional 1 lakh cost, an amount of Rs. 20.00 per day will be charged.

11. That the "Supplier Firm" will make available consumables, spares and servicing of equipment 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 equipment/kits/chemicals/consumables 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 department.
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/kits/chemicals/consumables 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

Forensic Science Laboratory

### Second Party

Director

Forensic Science Laboratory

Uttar Pradesh, Lucknow

Mob.9454401005

### Witness of First Party

Name, Address and Signature

### Witness of Second Party



## 7. Formats

### 7.1. Undertaking from OEM on authorization of use of their products

(Company letterhead) [Date]

To

ADG/DIG/SP/AD, UP Police Technical Services  
UP Police Technical Services Headquarter,  
8th Floor Tower 4, Police Headquarters,  
Amar Shaheed Path, Gomti Nagar Extension,  
Lucknow – 226002

Sub: Authorization of <OEM name partnering with SP> to Provide Services Based on Our Product(s)

Sir,

This is to certify that I/We am/are the Original Equipment Manufacturer 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 the bid document relating to providing of the solution, implementation, training & maintenance services, technology, hardware, software 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

   

## 7.2. 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

Ref: Request for Proposal (RFP):

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 contract period + 60 days, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until the completion of the contract period + 60 days for the total solution as per said Contract. 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 ..... 2020.

Yours faithfully,

For and on behalf of the..... Bank,

(Signature)

Designation

(Address of the Bank)

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.



### 7.3 Integrity Pact (IP)

(To be given on letter head of the Supplier/Original Equipment Manufacturer (OEM), as the case may be, duly signed by the authority having legal power of attorney to bind the firm/company)

This Integrity pact (hereinafter called the IP) is a fidelity agreement between the Supplier (which include all their employees, agents, consultants and also their OEM, if any) who are registered/seeks registration or awarded/seeks Contract(s)/Rate Contract(s) (RCs) on one hand and State Purchase organization (SPO) or any other procuring entity (PE) (hereinafter called the SPO/PE which include all its employees/officials/officers working as Public Authority) on the other.

2. Under this IP, it has been agreed, accepted and undertaken to use, practice and observe all the best, clean, ethical, honest and legal means and behavior maintaining complete transparency and fairness in all activities concerning Registration, Bidding, Contracting/Rate Contracting and performance thereto. Neither the Supplier nor the Public Authority which include indenters, Purchase and inspection officials of SPO/PE shall have conflict of interest of any kind whatsoever nor demand or pay or accept any illicit gratification/bribe or hospitality or consideration/favour of any kind whatsoever and shall not use any corrupt practices including fraud, misrepresentation, misleading or forged/false documents, concealing/suppressing facts, undue pressures or influences from anyone (written or verbal/telephonic), bribery, rigging, cartelisation, collusion, which are not limited to, but also include the following:

(a) Collusive bidding: Collusive bidding can take form of an agreement among tenderers to divide the market, set prices, or limit production. It can involve 'wage fixing, Kickbacks, or misrepresenting the independence of the relationship between the colluding parties'. In legal terms all acts affected by collusion are considered void.

(b) Bid rotation: In bid-rotation scheme conspiring tenderers continue to bid, but they agree to take turns being the winning (i.e. lowest qualifying) bidder. The way in which bid-rotation agreements are implemented can vary.

(c) Cover Bidding: Cover (also called complementary, courtesy, token or symbolic) bidding occurs when individuals or firms/companies agree to submit bids that involve at least one of the following: (1) a competitor agrees to submit a bid that is higher than the bid of the designated winner, (2) A competitor submits a bid that is known to be too high to be accepted, or (3) a competitor submits a bid that contains special terms that are known to be unacceptable to the purchaser.

(d) Bid suppression: Bid-Suppression schemes involve agreements among competitors in which one or more firm/companies agree to refrain from bidding or to withdraw a previously submitted bid so that the designated winner's bid will be accepted.

(e) Market allocation: Competitors carve up the market and agree not to compete for certain, customers or in certain geographic areas. Competing firms/companies may, for example, allocate specific customers or types of customers to different firms/companies, so that competitors or types of customers to different firms/companies, so that competitors will not bid (or will submit only a cover bid) on contracts offered by a certain class of potential customers which are allocated to a specific offered by a certain class of potential customers which are allocated to a specific firm/company etc.

3. The party hereby agrees that he will not indulge in any such activity and will inform SPO/PE if any such activity is on. The party further agrees that he will not give bribe, speed money and gifts to any



public official of SPO/PE and will not commit any offence in contravention of relevant IPC/PC Act or any Indian law in force.

4. The party hereby agrees that while canvassing, order, they will not provide any inducement of the intender, whether directly or indirectly including cash and non cash both pre, during and post procurement action and inform the SPO/PE if any such event is unfolding for which SPO/PE on assessment of the issue will refer the matter to the concerned administrative authority.

5. In case of failure or default in terms of this IP the Public Authority will be subjected to actions prescribed under the Government Servant Conduct Rules/Discipline and Appeal Rules etc including penal actions and prosecution, while the Supplier will bear any or a combination of following penalties:

(a) Cancellation of Contract/Rate Contracts (RCs)

(b) Cancellation of Registration

(c) Forfeiture of all securities and performance Bank Guarantees

(d) Refusal to grant Registration and contracts/RCs for further period of 3 (three) years

(e) Suspension and/or banning the business dealings for period upto 3 (three) years

(f) Any other administrative or penal actions as deemed fit

(g) Action under IPC/PC Act and other relevant laws of the country

6. It has been further agreed that the actions as aforesaid except that at 5(g) above will not require any criminal conviction from any court of law or arbitration but will be based on 'No-contest' basis, upon satisfaction of the SPO/PE, who will be the competent authority to finally decide the matter on strength of such materials/evidence of default/breach of the terms under this IP

7. It has been also agreed prescribing that within 30 (thirty) days of such orders passed by SPO/PE, the aggrieved party shall have the right to appeal to the Principal Secretary/Secretary, Micro, Small and Medium Enterprises, Government of Uttar Pradesh, Lucknow and till the time a decision is taken on such appeal, the decision of SPO/PE would be in-force unless otherwise specifically ordered by the Principal Secretary/Secretary.

8. Agreed, accepted and signed on behalf of Supplier on this day and year mentioned below and handed over to the concerned office of SPO/PE forming integral part of all the affairs and transactions with and in relation to SPO/PE.

Signature of behalf of Supplier Firm/Company.....

Name and designation/capacity of signatory .....

Full address of the Supplier Firm/Company.....

Seal and stamp of the supplier Firm/Company.....

Place:.....

Date:.....

To

.....

.....

8. PRICE SCHEDULE/ BOQ

Sr. No.	Name of Instruments	Quantity	Basic price	GST amount	Total price without GST	Total price with GST
1	Refractive Index Measurement System for the Forensic analysis of small glass fragment	05				

*Sd/*

*Radhika*

*Jeethu Bada*

*Ra*



**9. Mandatory Checklist derived from the RFP (to be filled by each bidder indicating the relevant document references) AND to be signed with stamp/seal and date.**

Sr No.	RFP/Bid document Section	Mandatory Items	Indicate page(s) numbers in the bid (to be filled by the bidder and uploaded)	(For departmental use)
1	2.6	Original and all copies of the bid shall be in indelible ink and signed by the bidder or a person duly authorized		
2	2.6	A letter of authorization shall be supported by a written power of attorney accompanying the bid		
3	2.6	All pages of the bid, except for un-amended printed literature shall be initiated and stamped by the person signing the bid		
4	2.11	Proposals must be in accordance with the procedures and formats prescribed in the RFP/bid document		
5	2.11	Proposals must be accompanied by all requisite documents		
6	2.11	MAF (Manufacturer's Authorization Form) is submitted, read with point h of 'General terms and conditions'		
7	2.11	No information on price, pricing policy, pricing mechanism or any information indicative of the financial aspects of the bid should be mentioned in the bid security, pre-qualification, technical specifications, and the entire documentation		
8	2.11 (o)	<b>List of organizations</b> to which the equipment have already been supplied and <b>performance reports</b> obtained from them along with the technical offer		
9	2.11(p)	Mention full particulars about the brand, name, make, model, manufacturer and detailed specifications of the material offered by them with printed literature/brochure		
10	2.11(q)	Tender details as per tender specifications or their compatibility with the tender specifications shall be clearly mentioned in the technical offer		
11	2.11(r)	Valid Tax registration/latest clearance certificate		
12	2.11(r)	Photocopy of PAN/TAN/GST no		

13	2.11(r)	Bank account number, name of the bank, branch and IFSC code		
14	2.11(s)	Affidavit or Rs 10 stamp paper declaring that there is no dispute between the tenderer and Govt of U.P and the tenderer has no link with Mafia or some unsocial elements or organized crime		
15	4	Work order copies (at least one) for similar working experience		
16	4	GST certificate		
17	4	Certificate of Incorporation/ Certificate of Commencement of Business		
18	5	Signed Declaration (in format at the end of section 5)		
19	4.1	Board resolution authorizing the bidder to sign/execute the proposal as a binding document and all relevant agreements		
20	4.1 A	SL No. 1 to 11 of the Brief company Profile/Authorized Dealer's Company profile should be filed and <b>BOTH</b> documents asked under point 11 (Certificate of Incorporation AND relevant sections of the memorandum of association of the company or filings to the stock exchanges to indicate the nature of business of the company) should be submitted		
21	4.1.B.c	Relevant project experience of the bidder as a single legal entity		
22	5 (4)	All cuttings/corrections should be properly attested by the tenderer		
23	5(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		
24	5 (30)	Copy of rate contract if any item is on DGS&D/D.I/CeM rates		
25	7.3	Integrity Pact		

I certify that I have provided all the above items as required by the RFP/Bid document

- (Sign and seal)