

POLICE



DEPARTMENT

No. E1(a)-14348/2024/Cyb

Cyber Police Headquarters,
Thiruvananthapuram

✉sptele.pol@kerala.gov.in

☎04712448707

Dated. 21-09-2024

TENDER NOTICE

The Inspector General of Police, Cyber Operations, Kerala Police Department, Government of Kerala invites online bids from reputed manufacturers /authorized dealers or reputed vendors for the “ **Digitalization of wireless communication system in Thiruvananthapuram City L/O & Traffic Network** ”.

1. Scope of Work: “ Digitalization of wireless communication system in Thiruvananthapuram City L/O & Traffic Network.
2. The Tender conditions/ Requirements /Specifications of the item are attached as Part A, B & C
3. **General conditions**

The bidders should comply with the following conditions in addition to the conditions of the tender.

1. A reputed vendor can participate in the tender provided the vending outfit has been Functioning in the field for at least 5 years.
2. The OEM/supplier must have a service centre functioning in Kerala to cater to immediate after-sales requirements. Service Centre details must be enclosed along with the Tender document.
3. The bidder/Manufacturer has a successful track record for the completion of the tendered item within the delivery period at any State Government organization for a minimum period of 3 years, List of Orders executed has to be enclosed along with the tender.
4. The Bidder should have valid GST registration. A copy of the GST registration certificate should be enclosed along with the tender.
5. The bidder should have a valid PAN/Taxation Index Number. A copy of the PAN/Taxation Index Number allocation letter should be enclosed along with the tender.
6. The Bidder must fulfil the following minimum qualification criteria to prove the techno commercial competence and submit the documents in support thereof:
 - a. Certificate of Registration / Incorporation Certificate of Bidder along with Copy of Service and Sales Tax registration certificates.
 - b. Last 3 years financial status of the Bidder's/P&L and Balance sheet.
 - c. The tenderer /manufacturer should submit a warranty Certificate along with the invoice.
 - d. The tenderer shall visit the location with prior permission, to acquaint themselves with the exact site requirement and site condition and quote as per their site survey at their own expense.
 - e. All responsibility for the **Digitalization of wireless communication system in Thiruvananthapuram City L/O & Traffic Network** ”shall lie with the supplier/ agency which follows the safety norms as the standard.
 - f. The supplier is fully responsible and should take necessary precautions for the safety of the person and other properties at the time of installation, loading, unloading and transporting.
 - g. List of the items required to be installed should be as per the specification & site requirement. Also should comply with the standard list of items such as per the tender document and all the



E1(a)-14348/2024/Cyb



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conditions and requirements specified in the tender should be satisfied by the firm.

h. The firm who successfully completes the field trial/demonstration will only be considered to be technically qualified, even though all the technical parameters satisfy

i. The Technically qualified bidder shall only be considered for financial bid opening.

j. The Bidder and OEM should possess an ISO Certificate. A copy of the valid ISO certificate has to be enclosed.

k. In case the bidder is the OEM's-authorized dealer then the bidder shall have a valid dealer possession license (DPL) from WPC to fulfill all WPC regulations. A copy of the DPL has to be submitted with the offer.

l. Bidder scope includes obtaining all statutory clearances, and frequency licenses from respective statutory government authorities/WPC organizations and maintaining liaison as required for the purchase. Royalty and license fees will be paid by the Department directly to WPC.

4. Salient Features.

1	Tender No	19/2024/Cyber Ops
2	Item	“Digitalization of wireless communication system in Thiruvananthapuram City L/O & Traffic Network ”
3	Estimated amount	Rs.5,950,0000/- (Rupees Five Crore and Ninety Five lakhs only)
4	Tender Fees (through online mode)	Rs.25000/- + GST extra. 18% GST amount on tender fees mentioned above shall be paid to GST Department directly by the bidder
5	Earnest money deposit (through online mode)	Rs.5,95,000/-
6	Specifications/Requirements	Attached as Part B & C
7	Date & time of publication of e-tender	23-09-2024, 8 PM
8	Date of submission of e tender	23-09-2024, 8 PM to 22-10-2024 ,2 PM
9	Last date and time for online submission of e tender	22-10-2024 ,2 PM
10	Date and time of opening of e-tender	24-10-2024, 4 PM
11	Last date of submission of queries	04-10-2024, 5 PM
12	Pre Bid meeting date	07-10-2024, 11 AM
13	Date and Time of opening of financial bid	After Technical Evaluation
14	Place of opening	Cyber HQ Pattom TVPM
15	Date, Time and place of Technical evaluation .	with in 10 days from the last date of submission of the Tender at Cyber HQ, Pattom, TVPM
16	Bid Validity (total no. of days up to which the rates are to be firm)	180 days
17	Address of tender invigilating authority	The Inspector General of Police, Cyber Operations, Pattom , Thiruvananthapuram.

5. Mode of submission of bids: - online. All Bid documents shall be submitted only in the online procedure through the e-Gp website 'www.etenders.kerala.gov.in' in their designated online covers. Details of covers are given separately. No other mode of submission shall be accepted and such tenders will be rejected outright.

6. Cover details: - No. of covers - 2. i) Technical Bid ii) Financial Bid. The AMC/ATS after the



E1(a)-14348/2024/Cyb



ab23e9

warranty period is also to be quoted in the Financial Bid. In the case of Foreign equipment, the rate must be quoted in Indian Rupees. The documents to be uploaded under each online cover are specified on the website.

7. Downloading of e-Tender documents: - The tender documents can be downloaded from the eGP website www.etenders.kerala.gov.in from the date and time of publication of the e-tender onwards to the last date and time for online submission of the e-tender. Downloading of tender documents will not be possible after the date specified above.

8. Submission of e-Tender documents: - The digitally signed tender document and other specified documents shall be submitted online through the e-Gp website other specified documents shall be submitted online through the e-Gp website www.etenders.kerala.gov.in well in advance before the last date and time mentioned above. No submission shall be allowed after the last date mentioned above.

9. Payment of Tender Fees - A non-refundable tender fee shall be paid in online mode through the eGp website www.etenders.kerala.gov.in in at the time of bid submission. No other mode of payment shall be accepted. **THE TENDERS OF BIDDERS WHO DO NOT REMIT FEES THROUGH ONLINE WILL BE REJECTED OUTRIGHT.**

Payment of Earnest Money Deposit (EMD): - The EMD shall be paid in online mode through the e-Gp website www.e-tenders.kerala.gov.in at the time of bid submission. No other mode of remittance shall be accepted.

10. Exemption from payment of EMD: - Bidders who are registered with Store Purchase Department, Kerala or National Small Scale Industries Corporation Ltd., New Delhi (for the items tendered) are exempted from submission of EMD. Those bidders claiming exemption shall submit valid registration certificates from the SPD, Kerala or NSSIC, New Delhi. Tenders of bidders who do not remit EMD online or do not upload documental proof (digitally signed) for exemption of EMD will be rejected outright.

11. withdrawal and re-submission of e-Tender: - The Bidders are at liberty to withdraw the submitted tender/documents and to submit fresh tender/documents till the last date and time of submission of e-Tender after which withdrawal/re-submission will not be allowed.

12. Opening of e-Tenders: - The bids shall be opened online through the e-GP website www.etenders.kerala.gov.in at the Cyber Police Headquarters, Pattom Thiruvananthapuram on the date and time mentioned above in the presence of the Bidders/ authorized representatives who wish to attend at the above address. If the tender opening date happens to be a holiday or non-working day due to any valid reason, the tender opening process will be done on the next working day at the same time and place - specified. Any change in the opening date/time/venue due to other reasons shall be informed by way of the Corrigendum published on the e-GP website. The Technical Bids will, be evaluated by a Technical Evaluation committee and those that do not conform to the specifications or to the satisfaction of the committee will be rejected. The financial bids of the Technically qualified tenderers only will be considered for opening. The date of opening of financial bids will be intimated to the concerned technically qualified tenderers, over phone/e-mail.

13. Technical Evaluation:- All tenderers who quote for the supply of the above items are required to be ready for Technical evaluation to be held in the Office of the Cyber Police Head Quarters, Pattom, TVPM within 10 days from the last date of submission of the Tender. The decision of the Technical Evaluation Board will be final.

The Technical Evaluation Committee will consist of the following officials:

1. DySP(C&T) , Telecommunication----Chairman
2. IP, Central Work Shop, Telecommunication -----Member
3. IP, Telecommunication Sub Unit TVPM City-- Member
4. SI, Central Work Shop, Telecommunication-----Member
5. SI, Telecommunication Sub Unit PHQ (CC Lab)---Member

The Chairman of the Committee can co-opt any other technical member of his choice to the Committee for proper evaluation of the tendered item. Any clarification/doubts regarding the specification or related matters about the items tendered may be freely cleared by contacting the Inspector of Police, Central Work Shop, Telecommunication & Technology, Mob: 9497987439.

14. All Bidders who participate in e-tenders should produce hard copies of all relevant documents related to e-tenders at the time of technical evaluation, without fail.

15. The successful bidder should submit a detailed price list with necessary splits up as and when the Department ask for.



16. Note to Bidders:

i) Bidders have to procure a legally valid Digital Certificate (Class III) as per the Information Technology Act, 2000 for digitally signing their electronic bids. Bidders can procure the same from any of the license-certifying authorities of India. For more details, please visit the e-GP website www.etenders.kerala.gov.in

ii) Bidders are advised to note the Tender _Id and Tender No. & Date for future reference.

iii) All uploaded documents should contain the signature and the office seal of the bidder/authorized persons and should be digitally signed while uploading. Documents uploaded without digitally signing shall entitle rejection of the tender. without digitally signing shall entitle rejection of the tender. iv) In the case of Foreign Equipment, the rate should be quoted in Indian Rupees. Preference will be given to those who are ready to supply the item without opening a Letter of Credit. Ordinarily, no advance payment will be made for procuring the above item.

v). For obtaining Digital Signature Certificate and help on the e-tendering process, contact Kerala State IT Mission, e-Government Procurement PMU & Helpdesk, Basement floor of Pension Treasury Building, Uppalam Road, Statue, Thiruvananthapuram; Ph:0471- 2577088, 2577 IBB; Toll-free no: 18002337315; e-mail:etendershelo@kerala.gov.in; Website: www.etenders.kerala.gov.in on all government working days from 9:30 am to 5:30 pm.

vi) The Inspector General of Police Cyber Operations is empowered to reject any tender without assigning a reason.

vii) Pre-bid Meeting & respond to queries.

a) A pre-bid meeting with the prospective bidders will be held by the tender inviting authority at the Cyber Police Headquarters, Pattom, Thiruvananthapuram on 26-09-2024, 11 AM.

b) The bidders should ensure that their queries for the pre-bid meeting reach at Cyber Police Headquarters, Pattom, Thiruvananthapuram before 23-09-2024, 5 PM on the mail ID sptele.pol@kerala.gov.in

c) The corrigendum (if any) along with the proceedings of the pre-bid meeting will be, posted on the website www.etenders.kerala.gov.in

viii) For any clarifications regarding the terms and conditions in this tender notice or the tender document, please contact the Deputy Superintendent of Police (C&T), Telecommunication & Technology, Cyber Head Quarters, Pattom, Thiruvananthapuram on all government working days from 10:30 am to 5:00 pm. Ph: 9497990308.

ix) Bidders who are using Internet Banking are requested to make online payments 72 hours in advance.

x) Purchase order will be given without AMC and the bidder should affirm on the agreement that they will provide AMC for the 1st, 2nd & 3rd year as per the quoted rate.

NOTE:-BIDDERS ARE ADVISED TO GO THROUGH THE CONDITIONS IN THE NOTICE INVITING TENDER AND THE TENDER DOCUMENT CAREFULLY AND COMPLY WITH THEM TO AVOID OUTRIGHT REJECTION OF THEIR TENDER.

For any litigation relating to this order, the jurisdiction will be Thiruvananthapuram City.



H VENKATESH IPS
Additional Director General of Police



Tender No: 19/2024/Cyber Operations
GOVERNMENT OF KERALA

E-TENDER

Containing General Conditions for “ Digitalization of wireless communication system in Thiruvananthapuram City L/O & Traffic Network”.

Name of Tenderer: Inspector General of Police, Cyber Operations.

Address: Office of the Inspector General of Police, Cyber Operations
Pattom, Thiruvananthapuram.

Signature of Tenderer: signed

Last date and time for submission of e-Tender: 22/10/2024 at 2 PM

FORM OF TENDER

From

To

Inspector General of Police, Cyber Operations.
Pattom, Thiruvananthapuram.

Sir,

I/ We hereby tender to supply, under the annexed general conditions of contract, the whole of the articles referred to and described in the attached specifications and schedule, or any portion thereof, as may be decided by Government, at the rates quoted against each item. The articles will be delivered within the time and at the places specified in the schedule.

I/ We/ am /are remitting/ have separately remitted the required amount of Rs----- as Earnest Money.

Yours faithfull

Signature _____

Address _____

Date _____

E-TENDER

For the “ Digitalization of wireless communication system in Thiruvananthapuram City L/O & Traffic Network”.

GENERAL CONDITIONS

E-Tenders are invited for “ Digitalization of wireless communication system in Thiruvananthapuram City L/O & Traffic Network”. as specified in the schedule below/attached:-

1. The tender and supported documents should be submitted online through the e-Government Procurement website www.etenders.kerala.gov.in of the Government of Kerala. Tenders submitted through any other modes will be rejected outright.

2. The tenders should be in the prescribed form, which can be downloaded from the e-GP website www.etenders.kerala.gov.in free of cost. The tender fee shall be remitted online through the above site. No other mode of remittance will be accepted and such tenders will be rejected outright.

3. Intending tenderers should submit their tender and connected documents online before the last date and time mentioned in the Notice Inviting Tender. The rates will be considered firm for acceptance till the date mentioned below. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.

4. (a) Every tenderer who has not registered his name with the State Government (Stores Purchase Department), should submit with his tender, an earnest money deposit mentioned in the tender notice online through the e-GP website www.etenders.kerala.gov.in. The earnest money (without interest) of the unsuccessful tenderers will be refunded into their bank account within a period of one month after the tenders are settled; but that of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract.

(b) Tenderers whose names are registered with Government (**Stores Purchase Department**) are generally exempted from furnishing earnest money for such articles for which they have registered their names. If the tender for stores other than those for which they have registered their names, they will have to furnish earnest money as in the case of unregistered firms. Registered firms will have to quote invariably in every tender they submit the registration number assigned to them by the Stores Purchase Department.

(c) (i) Micro, Small & Medium Enterprises and Cottage Industries and Industrial Co-operatives within the state which are certified as such by the Director of Industries and Commerce or by the Regional Joint Directors of Industries and Commerce will be exempted from furnishing earnest money deposits in support of tenders submitted by them to Government Departments. The Khadi and Village Industries Co-operative Societies and the institutions registered under the Literary, Scientific and Charitable Societies Act and financed by the Kerala Khadi and Village Industries Board within that State which are certified as such by the Secretary, Kerala Khadi and Village Industries

Board will be exempted from furnishing earnest money deposits in support of tenders submitted by them to Government Departments. Government Institutions/State Public Sector Industries which manufacture and supply stores will also be exempted from furnishing earnest money for tenders submitted by them.

(ii) Micro and Small Enterprises and Industrial Co-operatives within the State which have been registered as such with the Industries Department (Department under the control of the Director of Industries and Commerce) on furnishing proof of such registration will be exempted from furnishing security deposit against contracts for supply of stores manufactured by them provided that an officer of and above the rank of Deputy Director of Industries and Commerce having jurisdiction over the area also certifies to the soundness and reliability of the concerns to undertake the contracts. The Khadi and Village Industries Co-operative Societies within the State which have been registered as such with the Kerala Khadi and Village Industries Board and the institutions registered under the Literary, Scientific and Charitable Societies Act and which are financed by the Board within the State on furnishing proof of such registration will be exempted from furnishing security deposits against contracts for supply of stores manufactured by them provided that the Secretary, Kerala Khadi and Village Industries Board also certifies to the soundness and reliability of the concerns to undertake the contracts. Government Institutions of any Institutions listed in Appendix XVI that supplies stores, and Government of India undertaking will also be exempted from furnishing security in respect of contracts for supply of stores.

(d) In the matter of purchase of Stores by the State Government Departments, Small Scale Industrial Units sponsored by the National Small Scale Industries Corporation Limited, New Delhi and in respect of which competency certificates are issued by the Corporation will be exempted from payment of Earnest Money Deposits and Security Deposits.

(e) The exemption stipulated in clauses (b), (c) and (d), above will not however, apply to tenders for the supply of raw materials or dietary articles or supply of stores on rate or running contract basis.

5. The tenders will be opened on the appointed day and time in the office of the Inspector General Police, Cyber operations, in the presence of such of those tenderers or their nominees who may be present at that time.

6. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if any, deposited by him will be forfeited to Government or such action will be taken against him as Government think fit.

7. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.

8. (a) The tenderer shall clearly specify whether the articles offered bear Indian Standards Institution Certification Mark or not. In such cases, they shall produce copies of Certification mark along with their tender in support of it.

(b) Tenderers shall clearly specify whether the goods are offered from indigenous sources, from imported stocks in India or from foreign sources to be imported under a license. Government reserves the right to reject offers for import of goods if the Import Trade

Control Policy in force at the time of award of the contract prohibits or restricts such imports.

9. The final acceptance of the tenders rests entirely with the Government who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.

10. In the case of materials of technical nature the successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.

11. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out in Para 12 below.

12. (a) The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of his tender, deposit a sum equivalent to 5 per cent of the value of the contract as security for the satisfactory fulfillment of the contract less the amount of money deposited by him along with his tender. The amount of security may be deposited in the manner prescribed in clause 4 supra or in Government Treasury Savings Bank and the Pass Book pledged to Purchasing Officer or in Fixed Deposit receipts of State Bank of Travancore/State Bank of India endorsed in favour of the above officer. Letters of guarantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of Government. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to Government and contract arranged elsewhere at the defaulter's risk and any loss incurred by Government on account of the purchase will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby. If the defaulting firm is a registered firm their registration is liable to be cancelled.

(b) In cases where a successful tenderer, after having made partial supplies fails to fulfill the contracts in full, all or any of the materials not supplied may at the discretion of the Purchasing Officer, be purchased by means of another tender/quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss, if any, caused to the Government shall thereby together with such sums as may be fixed by the Government towards damages be recovered from the defaulting tenderer.

(c) Even in cases where no alternate purchases are arranged for the materials not supplied, the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.

(d) If the contractor fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 0.5% or 1% of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, up to a

maximum deduction of 10% of the contract prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

13. The security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute arising between the Department concerned and the contractor, the Department shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum, which may be due at any time from Government to the contractor. In all cases where there are guarantees for the goods supplied the security deposit will be realized only after the expiry of the guarantee period. If the Security deposit is not released even after the completion of one year, from the date of expiry of the period of contract provided there are no complaints against the contractor, interest at the rate of interest paid for S. B. Accounts by nationalized banks will be paid on the Security Deposit".

14. (a) All payments to the contractors will be made by the Purchasing officer in due course:-

(i) either by Departmental cheques payable at the Kerala Government Treasuries; or
(ii) by cheques or drafts on the Reserve Bank of India, State Bank of India and State Bank of Travancore (at any of their Principal Branches in India).

(iii) In the case of supplies from abroad by drafts as may be arranged between the contracting parties

(b) All incidental expenses incurred by the Government for making payments outside the district in which the claim arises shall be borne by the contractor.

15. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within fifteen days/within one month of taking delivery of stores.

16. Ordinarily payments will be made only after the supplies are actually verified and taken to stock but in exceptional cases, payments against satisfactory shipping documents including certificates of Insurance will be made up to 90 per cent of the value of the materials at the discretion of Government. Bank charges incurred in connection with payment against documents through bank will be to the account of the contractor. The firms will produce stamped pre-receipted invoices in all cases where payments (advance/final) for release of railway receipts/shipping documents are made through banks. In exceptional cases where the stamped receipts of the firm are not received for the payments (in advance) the unstamped receipt of the Bank (i.e., counterfoils of pay-in-slips issued by the Bank) alone may be accepted as a valid proof for the payment made.

17. The contractor shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the purchasing officer who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowances or compensation shall be made to the contractor or the sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

18. (a) In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or in case in which under any clause or clauses of this contract the contractor shall have rendered any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the Purchasing Officer to the contractor, be determined and the Department/Government may complete the contract in such time and manner and by such persons as the department/Government shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the Government against the contractor or his sureties in respect of any breach of contract theretofore committed by the contractor. All expenses and damages caused to Government by any breach of contract by the contractor shall be paid by the contractor to Government, and may be recovered from him under the provisions of the revenue Recovery Act in force in the State.

(b). The persons/contractors submitting tenders should produce a solvency certificate, clearly indicating to what extent they are solvent from the Tahsildar of the Taluk where they reside along with their tenders.

Note. - The solvency certificate referred to above will apply only in the case of supply of the following articles viz., dietary articles, fuels, raw materials like roots, creepers, flowers etc., and provisions to hospitals and hostels, sundry articles etc.

19. (a) In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for Government (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the Government by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the Government shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss costs, damages, expenses or other moneys shall then or any time during the continuance of this contract be payable by the contractor to the Government under and by virtue of this contract, it shall be lawful for the Government from and out of any moneys for the time being payable or owing to the contractor from the Government under or by virtue of this contract or otherwise to pay and reimburse to the Government all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss costs, damages, expenses, and other moneys as shall for the time being be payable by the contractor aforesaid.

(b).In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court within whose jurisdiction the Purchasing Officer voluntarily resides.

20. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Purchasing Officer or Government or any other person authorized by Government and set off against any claim of the Purchasing Officer or Government for the payment of a sum of money arising out of or under any other contract made by the contractor with the Purchasing Officer or Government or any other person authorized by Government. Any sum of money due and payable to the successful tenderer or contractor from Government shall be adjusted against any sum of money due to Government from him under any other contracts.

21. Every notice hereby required or authorized to be given may be either given to the contractor personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the contractor on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place abode or business.

22. The tenderer shall undertake to supply materials according to the standard sample and/or specifications.

23. (a) No representation for enhancement of rates once accepted will be considered. However, in exceptional cases if Government is convinced of any compelling need for enhancement of rate, it may do so.

(b).In the case of imported goods, when the price accepted is the ex-site price quoted by the tenderer, the benefit of any reduction in the c.i.f. price should accrue to the purchasing department of Government.

24. Any attempt on the part of the tenderers or their agents to influence the department/Stores Purchase Department in their favour by personal canvassing with the Officers concerned will disqualify the tenderers.

25. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.

26. Samples should be forwarded if called for and unapproved samples got back by the tenderers at their own cost. Samples sent by V. P. Post or 'freight to pay' will not be accepted. The approved samples may or may not be returned at the discretion of the undersigned. Sample sent by post, railway or plane should be so dispatched as to reach the Purchasing Officer not later than the date on which the tenders are due. In the case of samples sent by railway the receipt should be sent separately and not along with the tender since the tender will be opened only on the appointed day and demurrage will have to be paid if the railway parcels are not cleared in time. Government will not be responsible if any sample is found missing at any time due to the non-observance of the provisions of this clause. Tenderers whose samples are received late will not be considered. Samples should be forwarded under separate cover duly listed and the corresponding number of the item in the tender schedule should also be noted in the list of

samples. Tenders for the supply of materials are liable to be rejected unless samples, if called for, of the materials tendered for are forwarded.

27. Telegraphic quotations will not be entertained.

28. (a) The prices quoted should be inclusive of all taxes, duties, cesses, etc., which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.

(b).In case payment of customs/excise duty is to be made by the Purchasing Officer; the Purchasing Officer will pay the duty on the "unloaded invoice price" only in the first instance, any difference being paid when the tenderer produces, the final assessment orders later.

29. The tenderer will invariably furnish the following certificate with their bills for payment. -

"Certified that the goods on which sales tax has been charged have not been exempted under the Central Sales Tax Act or the State Sales Tax Act or the Rules made there under and the charges on account of sales tax on these goods are correct under the provisions of the relevant Act or the rules made there under. Certified further that we (or our Branch or Agent) (Address) are registered as dealers in the State ofUnder Registration No..... for purpose of sales tax."

30. Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.

31. (This applies only to the case of supply contracts where works such as erection and construction have also to be done. This may be scored out when not applicable). In the event of any question or dispute arising under these conditions or any special conditions of this contract or in connection with this contract the same shall be referred to the award of an arbitrator to be nominated by the purchasing officer and an arbitrator to be nominated by the contractor or in case of the said arbitrators not agreeing then to the award of an umpire to be appointed by the arbitrators in writing before proceeding on the reference and the decision of the arbitration or in the event of their not agreeing of the umpire appointed by them shall be final and conclusive and the provision of the Indian Arbitration Act, 1940 and of the rules there under and any statutory modifications thereof shall be deemed to apply to and be incorporated in this contract. Upon every and any such reference the assessment of the costs incidental to their reference and award respectively shall be in the discretion of the arbitrators or in the event of their not agreeing of the umpire appointed by them. The venue of arbitration shall be the place from which the acceptance of tender is issued or such other place as the purchaser at his entire discretion may determine.

32. The tenderer should send along with his tender an agreement executed and signed in Kerala stamp Paper of value Rs. 200 purchased in the Kerala State. Stamp paper will be supplied to firms outside Kerala along with the tender forms on payment of Rs. 200 + Postage (Rs.200/-being the value of the stamp paper) which may be remitted by money order in advance. A specimen form of agreement is given as annexure to this tender. Tenders without the agreement in stamped paper will be rejected outright. But in deserving cases where agreement has not been received, the purchasing officer may exercise his

discretion and call upon such tenderer to execute the agreement within a period of ten days from the date of issue of such intimation, if the purchasing officer is satisfied that the omission to forward the agreement along with the tender was due to cause beyond the control of the tenderer and was not due to any negligence on his part. Agreement received from a tenderer after the above time limit will not be considered.

33. The successful bidder shall have local presence in Kerala who shall be responsible for the servicing and maintenance of the equipment .

34. The Security deposit/performance bank guarantee will be released only after satisfactory maintenance of the equipment (Warranty period).

35. Intending Tenderers also may include charges for installation (of technical items), training of officers and on-site support at least .

23/09/2024

Sd/-
Inspector General of Police, Cyber Operations

Annexure I
Schedule of equipments

Item & Specification	Quantity	Rate (Rs.)	Total (Rs.)	Remarks
“Digitalization of wireless communication system in Thiruvananthapuram City L/O & Traffic Network”.				

- a. Whether samples essential : The equipment should be provided before Technical Evaluation Committee for evaluation
b. Period within which goods should be delivered : As per the tender conditions. Rates per unit should be quoted for delivery at our site.

(Seal)

Signature

Annexure II

Agreement

Articles of agreement executed on this the.....day of Two thousand and.....Between the Governor of Kerala (hereinafter referred to as "the Government") ofthe one part and Shri.....(Here enter the name and address of the tenderer) (Hereinafter referred to as "the bounden") of the other part.

WHEREAS in response to the Notification No Dated the bounden has submitted to the Government a tender for the specification therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the Government a sum of Rs ----- as Earnest Money for execution of an agreement undertaking the due fulfilment of the contract in case his tender is accepted by the Government.

Now THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

1.....In case the tender submitted by the bounden is accepted by the Government and the contract for Supply of..... is awarded to the bounden, the bounden shall with in.....days of acceptance of his tender execute an agreement with the Government incorporating all the terms and conditions under which the Government accepts his tender.

2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the Government shall have power and authority to recover from the bounden any loss or damage caused to the Government by such reach as may be determined by the Government by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.

3. All sums found due to the Government under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the Government may deem fit.

In witness where of Shri./Smt (here enter the name and designation) for and on behalf of the Governor of Kerala and Shri.....the bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by

Inspector General of Police, CyberOperations
Pattom, Thiruvananthapuram