

KOLKATA POLICE

TENDER NO. 29 / Body worn Video camera

Dated: 08/07/2016



Tender for Body worn Video camera with Standard Accessories for use of Kolkata Police.

**(PRICE Rs:-100= 00)
(RUPEES ONE HUNDRED ONLY)**

KOLKATA POLICE DIRECTORATE, 18, LALBAZAR STREET, KOLKATA 700001.

Designed & Computerized By : Tender Section KPD

Tender for Body worn Video camera with Standard Accessories for use of Kolkata Police.

Rs 100/-(Rupees One Hundred) Only (Non Refundable) per copy.

The last date of the submission of tender is on 18.07.2016 upto 16.00 hour.

The Detailed Tender Document can be downloaded (after Newspaper Publication) from kolkatapolice.gov.in and the price of the detail Tender Document is Rs 100/-(Rupees One Hundred) only per copy. Respective Office :- Tender Section, Ground floor Main Building Kolkata Police, Hqrs. Lalbazar, 18, Lalbazar street, Kolkata - 700 001 (Ph:-033-2250-5048) (Fax:-033-2214-5512), (E-Mail:- tendersection@kolkatapolice.gov.in) on any working day during office hours (10:00 hrs. to 17:00 hrs.)

Bidders are requested to read the instruction contained in Tender DOCUMENT very carefully as defective tender are liable to be cancelled.

Sd/-
for Commissioner of Police,
Kolkata.

Credentials & Pre-qualifications of the Bidder

1. The responding Bidder should be registered under statutes of India. The organization should be of repute and be incorporated /registered in India. Annual reports of the bidder should be available for review on request.
2. The bidder should not have been blacklisted by any Central/State Government/Public Sector Undertaking for the tendered item and/or any other item. **An undertaking in this regard should be submitted by the bidder otherwise the bid shall be summarily rejected.**

If the selected firm is found/detected Blacklisted by any Central/State Government/Public Sector Undertaking (for the tendered item or any other item) at any stage of procurement process, the acceptance of the selected firm and/or the supply order etc., if issued would be treated as cancelled and the contract in whole will be terminated with immediate effect without any intimation to the concerned firm.

The EMD will be forfeited and Commissioner of Police, Kolkata reserves the right to initiate the proceedings against the selected vendor. In this regard, Commissioner of Police, Kolkata reserves the right to select the second lowest (L2) vendor for supply of the tendered item. The decision taken by Kolkata Police authority in the matter will be treated as full & final in this regard.

3. Bidder should not be insolvent, in receivership, bankrupt or being wound up, their affairs are not being administered by the Court or a judicial officer, their business activities have not been suspended and should not be the subject of legal proceedings of any of the foregoing.
4. Bidder should not have been convicted of any criminal offence related to professional conduct or the making of false statement or misrepresentation as to their qualifications.
5. The bidder desirable to have had a **Value Added Tax Registration Number.**
6. Copy of authorization certificate from manufacturer is to be submitted for all products to be supplied otherwise the bid may be rejected.
7. The bidder should have in its name PAN (Permanent Account Number) with Income Tax authority in India.
8. The bidder should have in its name Service Tax Registration number in India.
9. The Bidder desirable to be operational in the relevant field for at least **3 (three)** years. The Bidder should submit a list of important customers served with documentary evidence along with the Bid.
10. The Bidder should be recognized and having technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation and the personnel, to perform the works contract.

INSTRUCTIONS FOR GUIDANCE OF BIDDERS

Tenders must be addressed to the Governor of West Bengal (through Commissioner of Police, Kolkata), 18, Lalbazar Street, Kolkata-1. It should be superscripted "**Tender for Body worn Video camera with Standard Accessories for use of Kolkata Police.**"

Sealed E.M.D with Bid require to be dropped in the sealed Tender Box kept in Tender Section, Lalbazar (Ground floor) after signing in the register kept for this purpose.

1. Brochures of item(if required) must be produced along with the tender.
2. Samples if any must be labeled with the name of bidder, name of article, mentioning in a tag entangled with the sample by a cord. Label should not be pasted with the sample.

3. Unaccepted sample if any, will be returned to the bidder after obtaining a letter addressed to the Commissioner of Police, Kolkata for such purpose.
4. Intending bidder have to deposit the **Earnest Money amounting to Rs 6000/-** of the estimated fund as mentioned against the tendered item along with the sealed tender. Deposit should be made in favour of **Commissioner of Police, Kolkata through Bank Draft**.
5. Firms registered as a Small Scale Industry with the C & S.S.I. Department and Firms on rate contract with D.G.S. & D may, however, be exempted from depositing earnest money on production of satisfactory documents in support of their claim.
6. **In respect of EMD, Original Bank Draft is to be submitted. No alternative will be accepted.**
7. Any claim of VAT/ST or any other prevalent taxes & duties, if applicable, should be clearly mentioned against the rate of item .The amount of such taxes & duties, if required should be shown separately. All bidders are requested to submit VAT Registration Certificate (Desirable) in support of their claim for VAT.
8. In case the **Customs Duty Exemption Certificate (CDEC)** is to be obtained from Ministry of Home Affairs Govt. of India for imported item, the payment of VAT etc, whether to be required or not, should be expressly mentioned. The value of the item should be calculated including and/or excluding Customs Duty and it should be mentioned in the bid document, separately. The final rate of the item may be accepted without Customs Duty subject to submission of CDEC by Kolkata Police at the time of supply of the item.
9. **If any bidder disregards these instructions, their tender will be rejected. The department accepts no responsibility for the same.**
10. **The Commissioner of Police, Kolkata does not bind himself to accept the lowest or any tender, not to assign any reason for non-acceptance. He also reserves the right to divide the contract amongst any number of bidders, and to let contracts for less than the quantities mentioned in the form of tender. The Commissioner of Police, Kolkata reserves the right to revise the quantity of the tendered article/item as per requirement and/or availability of fund.**
11. The stores must be supplied in every respect in accordance with the standard pattern, terms and conditions of the contract.
12. Any attempt of canvassing on the part of a bidder will render his tender liable to rejection summarily
13. Bidders whose contracts are accepted will be required to execute at their own cost a duly stamped **Agreement in the prescribed Form within Stipulated period** after they are notified about the acceptance of the tenders and **Security Deposit** at prescribed rates in the form of Bank Deposit receipt, National Savings Certificate issued by Post Office (P.O.) duly pledged in favour of the Commissioner of Police, Kolkata, should be deposited.
14. All bidders shall submit along with their tender, copy of the valid **Trade License, valid document of Professional Tax & VAT Registration Number (desirable)**. Tenders received without such certificates will not be considered. Credentials as to previous contracts held by the bidders with any other department of Government should also be enclosed as well.
15. Manufacturing Units should have to submit authentic documents to be a manufacturer or a **Proprietary Article Certificate** for the same.
16. The products of (1) Regd. SSI Unit of the State (2) State Govt. Undertakings/ Organizations owned/ managed by the State Govt. and (3) State based Medium Scale/ Large Scale Units may be given preference, if quality is found satisfactory, in terms of the relevant rules of WBFR Vol-I (Since amended) & Finance Deptt. Notification, Govt. of W.B. issued from time to time.

Bidders who wants to participate in the tender for “Body worn Video camera with Standard Accessories for use of Kolkata Police**” have to deposit the cost of the Detail Tender Document through Bank Draft, must be produced along with the Sealed Earnest Money Bid.**

CONDITIONS

1. In the event of the Bidder failing to make a security deposit in manner hereinafter mentioned, the Commissioner of Police, Kolkata may, at his discretion, forfeit the earnest money lodged with this tender and cancel the acceptance of the tender.
2. **On completion of Tender formalities, Letter of Acceptance (LoA) will be issued in favour of the selected bidder. The e-tender will remain valid for 01 (one) year from the date of issuance of LoA and the selected bidder will be bound to supply of the tendered item as per accepted rate of the respective tender against the Supply/Firm Order placed within the validity of the e-Tender. The bidders are therefore advised to quote their rate keeping in mind with the above stipulation. No deviation of the above shall be entertained.**
3. **The Bidder shall have to deposit equivalent to a sum equal to 5% (five percent) of the total value of the Supply/Firm Order (excluding admissible Taxes/VAT) as Security Deposit (covering the entire Warranty period) in a Savings Bank Pass Book pledged to the Commissioner of Police, Kolkata or in Government Securities endorsed to the Commissioner of Police, Kolkata or produce bank guarantee and FDR (of Nationalized Bank) and execute an Agreement within 10 days from the date of issue of the Supply/Firm Order failing of which the Letter of Acceptance (LoA) may liable to be cancelled.**
4. Commissioner of Police, Kolkata may accept the tender in respect of all the goods tendered for, or any of them, or any part of all or any of them, by notifying the Bidder accordingly in the acceptance and the tender shall thereupon be considered as a tender for the quantity so accepted.
5. The Bidder shall be liable to supply the tendered item as per agreement mutually agreed upon against placement of order of supply from time to time by the Commissioner of Police, Kolkata within the time specified in the respective order. **Commissioner of Police, Kolkata reserves the right for placement of supply/firm order at any time during the validity period of the tender and the bidder is bound to supply of the tendered item as per accepted rate of the respective tender. The Bidder shall have to deposit equivalent to a sum equal to 5% (five percent) of the total value of the Supply/Firm Order (excluding admissible Taxes/VAT) as Security Deposit (covering the entire Warranty period) against each Supply/Firm Order.**
6. If the Bidder by any cause, other than his own neglect or default, be prevented or delayed from supplying goods as aforesaid, the periods provided in clause may be extended by the Commissioner of Police, Kolkata on being satisfied that reasonable grounds exist for such extension.
7. The Bidder shall provide, at his own expense, all tools, plant, implements, packing, coolie hire charges and the like as will be necessary for the due performance of the contract. No claim on these account shall be entertained.
8. This contract shall not be sublet either wholly or partly without the written permission of the Commissioner of Police, Kolkata and on breach of this provision the Commissioner of Police, Kolkata may determine the contract and forfeit the Security Deposit and the Bidder shall have no claim for loss thereby resulting to him on any account whatsoever.
9. Any breach by the Bidder of any of the terms of the contract the Commissioner of Police, Kolkata may, in addition to recovering any loss sustain, terminate the contract on 07 (seven) days notice to the bidder. The decision of the Commissioner of Police, Kolkata shall be the final on all questions as to the extent, meaning or construction of the said schedule or any descriptions, prices or other matters therein mentioned.
10. Where this contract is made with a firm, the act of any partner in the firm whether in breach or performance of the contract, shall be binding on the firm.
11. In the event of failure to supply the articles according to approved samples as agreed upon by the bidder, such articles will be purchased elsewhere without notice to the bidder on the account and at the risk of the

bidder. Bidder shall be liable for any loss which the Government may sustain on that account but the bidder shall not be entitled to any gain on purchase made against default.

12. Authentic documents regarding genuineness of the articles to be produced in respect of supplies of “Branded” articles in each supply.

13. The demonstration of the item/equipment etc., if required, will have to be arranged by the bidder before the Tender committee prior to selection of item/equipment. If any or all the items/equipment are not found suitable and/or up to the mark by the members of the Tender Committee, the same shall be liable to be rejected even after having lowest rate. The decision of Tender Committee and/or any other Committee constituted for the purpose will be taken as final. The bidder is liable for the cost of equipment / product of demonstration and the Commissioner of Police, Kolkata will never accept the demonstrated items for his own purpose at the time of delivery. Testing of the delivered items will also be done at the time of Acceptance at the expense borne by the bidder. If the bidder is failed to supply the items/articles according to the specification and/or approved samples of the respective tender, the E.M.D / S.D may be forfeited and the selected firm may be blacklisted.

14. The tender shall comprise of– (i) Technical Bid & (ii) Financial Bid. The Technical Bid will be opened first and if it is found technically suitable and/or feasible, only then the Financial Bid will be considered. Otherwise the entire Bids (Technical, Financial and Earnest Money) will be treated as cancelled.

Technical Bids shall be evaluated by Technical Committee and the overall performance of the bidder comprising Technical & Financial evaluation shall be done by the Tender Committee constituted for that purpose which will be informed to the bidders who found eligible to participate in the tender.

15. The Commissioner of Police does not bind himself to accept the lowest or any tender, not to assign any reason for non-acceptance. He also reserves the right to divide the contract amongst any number of bidders. The Commissioner of Police, Kolkata reserves the right to accept and/or reject any tender, all tenders or any part thereof, without assigning any reason thereto.

16. After completion of the process of selection, the selected firm expected to be asked to furnish Proforma Invoice for the respective item(s) for initiating procedural formalities for obtaining sanction of Govt. **The Supply/Firm order may, however be placed only on receipt of sanction of fund from Govt.**

17. The Commissioner of Police, Kolkata reserves the right to invoke and/or cancel the Supply/Firm Order, if situation so warrants or the terms and conditions are not complied with, without assigning any reason thereto.

18. **As far as the tender procedure is concerned, there are several stages for sanctions and grounds for Blacklisting which are usually accepted –**

1. At the stage of competitive bidding- on the ground of –

- i) Submitting false documents as far as the eligibility criteria are concerned,
- ii) Submission of bid which involves concealment /suppression of facts in the bids in order to influence the outcome of eligibility screening or any other stage of open bidding.
- iii) Unauthorized use of one’s name or the name of any other firm for the purpose of bidding,
- iv) Withdrawal of a bid, or refusal to accept an award, or enter the contract with the Govt. without justifiable cause, after he had been adjudged as having submitted the lowest responsive bid,
- v) Refusal or failure to post the required performance security within the prescribed time, as indicated in the detailed tender notice.
- vi) Refusal to clarify in writing its bid during post qualification within the prescribed period as contained in the detailed tender notice from receipt of the request for clarification.
- vii) Any documented unsolicited attempt to unduly influence the outcome of bidding in his favour,
- viii) All other acts that tend to defeat the purpose of competitive bidding which is contrary to financial rules of the Government e.g. habitual withdrawing from bidding except a valid reasons, not complying with the requirements during bid evaluation.

2. At the stage of contract implementation – on the ground of –

- i) Failure on the part of the firm to supply items as per Supply Order due solely to his fault or negligence within the prescribed period as mentioned in the detailed tender notice.
- ii) Failure on the part of the firm/company to fully and faithfully comply with the contractual obligations without valid cause or failure to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract.
- iii) Assignment and sub-contracting of the contract or any part thereof
- iv) Unsatisfactory progress in the delivery of goods/items in case of procurement,
- v) Supply of inferior quality of goods, as may be provided in the contract or as per accepted sample/specimen of item(s).
- vi) Any other reason, which the procuring entity deems it logical to include in the contract, duly agreed by the selected bidder/firm.
- vii) Failure of supply within the stipulated period of time to be mentioned in the supply order.

19. **Disputes and Arbitration** – In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of Commissioner of Police, Kolkata or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do works or neglecting his work or being unable to act as arbitrator for any reason whatsoever, the Commissioner of Police, Kolkata shall appoint another person to act as arbitrator in the place of outgoing arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. The Bidder will have no objection in any such appointment that arbitrator so appointed is employee of Kolkata Police. The adjudication of such arbitrator shall be governed by the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof. The arbitration shall be held within the jurisdiction of Hon’ble High Court of Calcutta.

20. It should be noted that the firm/firms will be selected purely as “PROVISIONAL BASIS” and the forecast requirement may increase or decrease by any quantity.

21. **The Bidder is desirable to have an office in West Bengal and service delivery centre at Kolkata. The Bidder should mention in detail their support infrastructure including address, contact phone no., fax no., e-mail ID etc. and modalities by which fast response to maintenance calls and minimum downtime will be ensured.**

22. **The Warranty period of the tendered items should be at least 01 (one) year from the date of Acceptance of the supplied item and the Security Deposit must be valid upto the completion of stipulated Warranty period. Successful bidder is liable to make necessary repair of the supplied item at the cost to be provided by Kolkata Police during service life as mentioned in specification. An Undertaking in this regard should be submitted alongwith the bid document.**

23. **Bid opening Location** – Office of the Commissioner of Police, Kolkata, 18 Lalbazar Street, Kolkata – 700 001.

24. **BILL OF MATERIALS**

ITEM NO	NAME OF ITEM	QUANTITY OF ITEM	EARNEST MONEY	Total cost per piece (Inclusive of all charges).
1.	<u>Body worn Video camera with Standard Accessories</u>	03- Nos.	Rs 6000/-	

Tender should be accompanied with the following documents

INSTRUCTION TO BIDDERS

I. General guidance Tendering –

Tenders must be submitted in two Sealed Covers

- i) One SEALED Cover should contain Commercial/ Financial bids only which should be properly superscribed **FINANCIAL BID (COVER-1)**
- ii) Another Cover (**COVER-2**) should Contain Tender Fee, along with other non-statutory papers including latest copies of Trade Licence, Professional tax Challan, Pan Card, Latest I.T Receipt, VAT Registration(desirable) credential, undertaking regarding Blacklisting and other papers, if required This Covers should be clearly superscribed **TECHNICAL BID** and sealed in one single sealed envelope. This instruction must be strictly followed otherwise tender may be cancelled & bid must be submitted in the Tender box kept in the Tender Section, Lalbazar, Kolkata.

Cover containing Documents latest copies of Trade Licence, Professional tax Challan, Pan Card, Latest Income Tax Return, VAT Registration(desirable) credential and other papers if required will be opened first and if found in order, cover containing the rate/Financial bids will be opened. If there is any deficiency in the Documents the tender will summarily be rejected.

a) Non-statutory Cover Containing the following documents –

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	Service Tax, Registration Certificate & Acknowledgement (Desirable). PAN No. P Tax Registration & acknowledgement Latest ITR.
B.	Company Detail(s)	Company Details	Proprietorship Firm (Trade License)/ Partnership Firm (Partnership Deed, Trade License)/ Ltd. Company (Incorporation Certificate, Trade License)/ Society (Society Registration Copy, Trade License). Power of Attorney.

If any bidder fails to produce the original hard copies of the documents like Completion Certificates and any other documents on demand of the “Tender Evaluation Committee” within a specified time frame, it may be treated as submission of false documents by the bidder and action may be referred to the appropriate authority for prosecution as per relevant Act.

Rejection of Bid –

The Commissioner of Police, Kolkata reserves the right to reject any/or all the tendered rates without assigning any reason and not to place any orders even after selection and is not liable to pay any cost that might have incurred by any bidder at the stage of bidding and also reserves the right to, divide the contract amongst any number of bidders, if required so and to place order for more or less than the quantity mentioned in the forecast requirement. The Commissioner of Police, Kolkata does not bind himself to accept the lowest rate.

Award of Contract –

The Bidder whose Bid would be accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter / Letter of Acceptance. The notification of award will constitute the formation of the Contract.

The Agreement in prescribed format will incorporate all agreements between the Tender Accepting Authority and the successful bidder. All the tender documents will be the part of the contract documents. After receipt of Letter of Acceptance, the successful bidder shall have to submit requisite copies of contract documents.

Sd/-
for Commissioner of Police,
Kolkata

PROPOSED CAMERA SPECIFICATIONS

1. SIMPLICITY, VERSATILITY AND TOUGHNESS

- (a) The RS2-X2 features a fully articulated camera head which means it can be easily adjusted to allow users of any height and body shape to always be recording exactly what they see, as well as allowing it to be used handheld, in car or table top.
- (b) Our unique one-touch red sliding switch turns the camera recording on or off in one quick and simple action, no matter what situation you may be in and even if you're wearing gloves.
- (c) The RS2-X2 is IP54 rated, fully weather proof and designed for use in confrontational environments.

2. POSITIVE EFFECTS AND QUALITY FOOTAGE

- (a) The RS2-X2 features a front facing screen, which has a proven calming effect and plays an active role in de-escalating potentially volatile situations. However, if you decide the screen is not suitable for particular situations, Stealth Mode enables recording without the screen or lights.
- (b) The RS2-X2 can record in full 1080p HD for an exceptionally clear picture with a smart microphone that automatically adjusts to pick up the clearest sound.

3. EFFICIENT DATA COLLECTION AND SECURITY

- (a) Users are able to bookmark videos as 'evidential' at the time of recording, or whilst still in the field when reviewing footage on screen, which saves officer time by removing the need to search through footage on the system later.
- (b) Specifically designed for law enforcement, users are not able to delete or overwrite footage on the camera. Each video has the date and time stamped on every frame, a tamper proof digital fingerprint, and encryption which prevents the videos being visible on unauthorised computers.

4. **Records:** Video and Audio (Audio optional)
5. **Recording resolution:** Minimum 1080p30, 720p, 480p (WVGA)
6. **Recording rate:** Minimum 25 or 30 frames per second
7. **Recording capacity:**
Minimum 8GB- 9h 21m at 480p, 2h 23m at 1080p
8. **Video encoding:** Minimum H.264
9. **Audio encoding:** Advanced Audio Coding (AAC)
10. **Recording format:** .mov or .mp4
11. **Screen:** 2" colour LCD
12. **Memory (internal):** 8GB
13. **Encryption:** AES 256-bit
14. **Battery:** Lithium polymer (internal)
15. **Battery life:** Minimum 3 hrs or 8 hr model variation
16. **Charge time:** 3 hrs
17. **On-screen display:** time, date, memory, resolution, recording speed, battery life, recording space available

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18. **Audio alarms:** on/off, record, stop record, low battery, low memory
19. **Articulation:** 260° horizontal, 173.5° vertical
20. **Wide field of view:** 120° horizontal, 60° vertical
21. **Connectivity:** Micro USB, USB 2.0
22. **Protection:** Minimum IP54
23. **Certifications:** FCC & CE
24. **Dimensions:** Minimum 3.9" x 2.2" x 1" (H/W/D)
25. **Weight of the camera:** Upto 4.6 oz.
26. **Temperature range:** Minimum 14°F to 122°F
27. **Warranty:** Minimum 12 month manufacturer's warranty

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