

TENDER FORM

OFFICE OF THE DY. COMMISSIONER OF POLICE: TRAFFIC: (HQ):
DEV PRAKASH SHASTRI MARG, PUSA, NEW DELHI.

LAST DATE: 17/10/2014
BY 1400 hours

(Purchase of different kinds of cartridges for use in the offices and traffic circles of the Delhi Traffic Police)

The Delhi Traffic Police intends to purchase different types of cartridges for use in the printers installed in various offices and traffic circles of the Delhi Traffic Police in two bid system i.e. (i) Technical Bid and (ii) Commercial bid from manufacturer(s) and authorized distributor(s) of manufacturer(s). The description and quantity of items required to be purchased is attached at Appendix-I. The quantity of items to be purchased may increase/decrease at any point of time as per the requirement of the Delhi Traffic Police. Interested agencies may quote their rates according to required specifications as well as after careful study of the following terms & conditions:-

TERMS & CONDITIONS:

1. Only Sales tax/Value Added Tax (VAT) Payee agencies are eligible to fill this tender. Interested agencies shall quote their Sales tax/VAT/TIN Number with documentary proof along-with latest tax Clearance Certificate or latest return filed/copies of challans indicating deposition of tax/VAT with the concerned department.
2. The bidders shall enclose an authentic documentary evidence indicating that the bidding firm is either a manufacturer or an authorized distributor of a manufacturer for the tendered items (cartridges) as per details mentioned in Appendix-I.
3. Rates should be quoted for the items in Appendix-I inclusive of all taxes. Nothing over and above the quoted rates shall be payable. No future liability shall be undertaken by the purchaser.
4. Rates (inclusive of all taxes) quoted shall be valid for a period of 06 months from the date of opening of the Tender. The bidders shall also attach an undertaking to this effect with Technical Bid.
5. The bidders shall quote their rates for items mentioned in Appendix-I only after inspecting the quality of item(s) available in Stationery Store, Traffic Police Headquarters, Dev Prakash Shastri Marg, New Delhi and the Commercial Bid of the technically acceptable bidders shall be opened for further evaluation and ranking.
6. No advance payment shall be given to any agency.
7. The price shall be F.O.R. Delhi including all taxes, packing, transit and forwarding to rail or road carrier and statutory levies, if any and no extra charges of these items.
8. The bidders shall furnish two separate bids i.e. (i) Technical Bid and (ii) Financial Bid. Both the bids should be sealed in separate envelopes duly superscribed as "Technical Bid

for purchase of Cartridges and “Financial Bid for purchase of Cartridges” and both these sealed bid envelopes are to be put in a bigger envelope which should also be sealed and duly superscribed as “Tender for purchase of Cartridges for use in Delhi Traffic Police”. Non-adherence of this procedure shall lead to rejection of the tender. Appendix-I shall be attached with Commercial Bid and Appendix-II shall be attached with the Technical Bid.

9. The Tender Form can be obtained from the office of the Deputy Commissioner of Police, Traffic(Hdqrs.), Ist Floor, Dev Prakash Shastri Marg, Pusa, New Delhi on any working day from **26/09/2014 to 16/10/2014 between 10 AM to 6 PM**. Alternatively, the tender document can also be downloaded from the websites of Delhi Police & Delhi Traffic Police i.e. www.delhipolice.nic.in and www.delhitrafficpolice.nic.in respectively. Last date for submission of tender in the office of DCP/Traffic (HQ), Delhi is **17/10/2014 by 1400 Hrs**. The bidders or their authorized representatives are at their liberty to attend the proceedings of opening of the tender at **1600 hours** on the same day i.e. **17/10/2014** in the office of DCP/Traffic-HQ, Ist floor, Traffic HQ, Dev Prakash Shastri Marg, New Delhi, depending upon the availability of members of the Purchase Committee. In case, the tender box is not opened on the schedule date and time due to any administrative or law & order problem or due to holiday etc., the same shall be opened on the next working day, at 1600 hours and no separate intimation will be given to any bidder in this regard.
10. The successful bidder shall have to supply the tendered items within 07 days from the date of receipt of purchase order to I/C Stationery Store, Traffic HQ, Dev Prakash Shastri Marg, Pusa, New Delhi otherwise the supply will be made from the open market and in case increase of rate the difference of rates including actual cost shall be recovered from the contractor or adjusted from pending bills/Performance Security. The goods supplied shall be inspected and if found sub-standard, the Delhi Traffic Police may reject, return the supplied goods, no payment shall be made and a penalty including forfeiture of Performance Security Deposit or debarment of the firm for participating in any of the tenders of the Delhi Police for a minimum period of three years or both shall be imposed with the approval of the competent authority.
11. A Non-refundable fee for Rs.500/- as Tender fee must accompany with the tender in the form of A/C Payee Demand Draft from any commercial bank in favour of DCP/Traffic (HQ), New Delhi. Non adherence of this shall lead to rejection of bid.
12. Bid Security of Rs.25,000/- in the form of A/c Payee Demand Draft/Bankers Cheque/FDR/Bank Guarantee from any Commercial Bank must accompany with the tender in favour of DCP/Traffic(HQ), Delhi. No tender shall be accepted without Bid Security and shall be rejected straightway. The Bid Security shall be refunded to the unsuccessful bidder(s) after obtaining approval of the competent authority for finalization of the tender and after deposition of Performance Security by the successful bidder. In case the tender is scrapped, the bid security shall be refunded after obtaining the approval of the competent authority for re-tender or cancellation of the tender. Bid security deposited with the tender shall bear no interest. Bid Security must be attached with Technical Bid. The EMD should be valid for a period of forty five days beyond the final bid validity period.
13. The firm whose rates are accepted will have to deposit 10% of the total cost of the item as Performance Security in the shape of Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any Commercial Bank in an acceptable form in favour of Deputy Commissioner of Police, Traffic (HQ), Delhi payable at Delhi, safeguarding the purchaser’s interest in all respect within a week’s time from receipt of letter for this

purpose before the supply order is placed to the firm. The performance Security Deposit shall bear no interest.

14. Any agency, which has exemption for Bid Security Deposits with tender being registered with DGS&D/NSIC, shall furnish documentary proof in this regard, indicating clearly that they are exempted for the specific items of the tender.
15. The tender must contain the name, office and residential address, E-mail ID including telephone/Fax number(s) of the person or persons with his/their usual signatures.
16. The bidder shall indicate their rates in Appendix-I (inclusive of all taxes) in clear visible figures and words and shall not overwrite/make cutting in the rates. If alteration/overwriting/cutting in rates are notices, such tenders shall not be taken into consideration.
17. The purchase committee reserves the right to purchase the whole material or in part as per requirement of Delhi Traffic Police.
18. A copy of tender documents terms & conditions duly signed by the bidder(s) may also be attached with the "Technical Bid". An undertaking to this effect that all the terms and conditions are acceptable to the bidders may also be attached with Technical Bid. Unsigned tender documents shall not be accepted.
19. Conditional tenders shall not be accepted and shall be rejected straightway.
20. No enquiry shall be made by the bidder(s) in between the time of opening the tenders till the competent authority takes final decision.
21. In case the successful bidder is found in breach of any terms & conditions at any stage, legal action as per rules/laws shall be initiated against the agency concerned regarding forfeiture of the earnest money or Performance Security deposits and debarring the agency for participating in any of the tenders of the Delhi Police for a minimum period of three years and also by black listing for future dealing.
22. The Purchase committee reserves the right to relax any of the above mentioned condition(s) and reject on his discretion any or all tender(s) altogether without assigning any reason, with the approval of competent authority.
23. In case violation of any terms & conditions, the firms shall be issued show cause notice and explanation of the firm shall be called. If the reply of the firm is not found satisfactory legal action as per tender terms and conditions and laws will be taken against the firm.
24. All disputes in this connection shall be settled in Delhi jurisdiction only. Prior to litigation, the matter can be patched up by negotiation on table.
25. All procedure for the purchase of stores laid down in GFRs and DFPRs shall be adhered to strictly by the undersigned and bidders are bound to abide by the same.
26. In case of decrease of market price, the department reserves a right to make the purchase from the market at low rates to affect the economy.

27. All the bidders participating in the tender must submit a list of their owners, partners etc. and a certificate to the effect that the firm is neither blacklisted by any Government Department nor any Criminal Case is registered against the firm or its owner or partners or directors anywhere in India.
28. All the bidders shall submit a certificate to the effect that no Partner/Director/family members have participated in the present tender in the name of some other entity.
29. The bidders may see the samples of the cartridges in Stationery Store, Traffic Headquarters, Dev Prakash Shastri Marg, Pusa, New Delhi.
30. The bidder shall not presume/take for granted for award of contract until and unless a letter for award of contract is issued by the competent authority. Similarly, no rights is conferred upon the bidder for award of contract who even otherwise qualified in technical/price bids.
31. The competent authority reserves the right to call off/cancel the tender at any stage on administrative ground.
32. In case any dispute or difference arising between the company/firm and the Department relating to any matter connected with this contract, the same shall be settled through amicable negotiations between a maximum to two(2) officers nominated by the competent authority of Delhi Police and two(2) employees nominated by the contractor, failing which the dispute shall be submitted to arbitration in Conciliation Act, and the arbitration in accordance with the provisions of the arbitration and Conciliation Act, and the arbitrator's decision shall be final and binding. All disputes are subject to the jurisdiction of the courts in the NCT of Delhi.

DEPUTY COMMISSIONER OF POLICE:
TRAFFIC (HQ), NEW DELHI

APPENDIX – I

PRICE SCHEDULE

(TO BE ATTACHED WITH COMMERCIAL BID)

(Purchase of different types of Cartridges for use in the offices and traffic circles of the Delhi Traffic Police)

Sl. No.	Description of Item	Quantity	Rate per unit (inclusive of all taxes)	Total cost (inclusive of all taxes)
1.	Samsung Cartridge No.1043S (1866)	100 Nos.		
2.	Samsung Cartridge No.ML108 (1640)	40 Nos.		
3.	Samsung Cartridge No.NL-101 (2161)	30 Nos.		
4.	HP Cartridge No.2612A	100 Nos.		
5.	Canon Cartridges N PG 802 (Black)	30 Nos.		
6.	Canon Cartridges NPG 802 (Tri-Color)	20 Nos.		

Name Signature of Bidder with Seal

Date

(TO BE ATTACHED WITH TECHNICAL BID)

(Purchase of different types of Cartridges for use in the offices and traffic circles of the Delhi Traffic Police)

Sl. No.	Description	Answer	Page No.
1.	Has the bidder registered with Sales Tax/VAT Department and documentary proof to this effect attached?	Yes/No	
2.	Has the bidder attached the documentary proof of current Tax Clearance/Assessment certificate/latest return filed/copies of challans indicating deposition of tax/VAT with the concerned department?	Yes/No	
3.	Has the bidder attached the documentary evidence for registered as manufacturer for tendered items (cartridges) or authorized distributor of a manufacture for tendered items (cartridges)?	Yes/No	
4.	Has the bidder deposited earnest money Rs.25,000/- in the form of Bank Draft of any Commercial Bank in favour of DCP/Traffic (HQ)?	Yes/No	
5.	Has the bidder deposited non-refundable tender fee for Rs.500/- in the form of A/C payee Bank Draft of any Commercial Bank in favour of DCP/Traffic (HQ), New Delhi?	Yes/No	
6.	Has the bidder agreed for validity for rates for 6 months from the date of opening of tender? Has an undertaking been attached in this regard?	Yes/No	
7.	Has the bidder attached the documentary proof of having exemption for Earnest money, in-case of the agency exempted being registered with DGS&D/NSIC?	Yes/No	
8.	Has the bidder accepted all the terms and condition of the tender documents? If the answer is "Yes". Has an undertaking been attached in this regard?	Yes/No	
9.	Has the bidder attached an undertaking to the affect that neither the firm is blacklisted by any Govt. Department nor any criminal case is registered against the firm or against the bidder?	Yes/No	

Signature of the Bidder
With Seal
Date