

TENDER FORM

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

LAST DATE: 23/12/2014 BY 2 P.M.

(Purchase of 500 Nos. bags (as per sample kept in General Store, Traffic) in connection with C.P.'s Annual Press Conference 2014)

Delhi Traffic Police intends to purchase 500 Nos. bags as per sample kept at General Store, Traffic (HQ) in two bid system (i) Technical bid (ii) Commercial bid. The description/specifications/quantity etc. of bags required to be purchased is attached at Appendix-I. Bids are invited from the manufacturers/distributors/suppliers/ dealers/retailers etc. in the trade directly/indirectly. The quantity of bags may increase/decrease at any point of time as per the requirement of Delhi Traffic Police. Interested agencies may quote their rates according to required specifications as well as after careful study of the following terms and conditions:-

TERMS & CONDITIONS:

1. The tender form can be obtained from the office of the Deputy Commissioner of Police, Traffic (Hdqrs.), Delhi Police Traffic Headquarters, Dev Parkash Shastri Marg, Pusa, Delhi during office hours on any working day from 16/12/2014 up to 22/12/2014 between **10.00 AM to 05.00 PM**. Alternatively, the tender document can also be downloaded from the websites of Delhi Police & Delhi Traffic Police i.e. www.delhipolice.nic.in & www.delhitrafficpolice.nic.in. respectively. Date for submission of Tender in the office of DCP/Traffic(HQ), Delhi is 23/12/2014 by **2 P.M.** Applying agencies/their representatives are at their liberty to attend the proceedings of opening of the tender **at 4 P.M. on the same day i.e. 23/12/2014** at Conference Room, First Floor, Admn. Bldg, Traffic Headquarters, Dev Parkash Shastri Marg, Pusa, Delhi, depending upon the availability of members of the purchase committee. In case, the tenders are not opened on the schedule date due to any administrative or law & order problem or due to holiday etc., the next date and time for the opening of the tender shall be the next working day, at **11.30 A.M.** at same venue and in this regard no separate intimation will be given to the bidders.
2. Tenderers shall furnish two separate bids. 1st bid shall be "Technical Bid" and the 2nd bid shall be "Commercial Bid". Both the bids shall be put in a big size envelope superscribed as "Tender for purchase of bags". Non-adherence of this procedure shall lead to rejection of the tender. Appendix-I shall be attached with Commercial Bid and Appendix-II has to be attached with the Technical Bid.
3. 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/latest return filed/latest copies of challans showing deposit of Tax/VAT with concerned department.
4. Interested agencies shall also to quote their permanent Income Tax Number in the name of the tendering firm or in the name of the proprietor.

5. Rates should be quoted for the item 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.
6. The bidders may visit General Store Traffic, Traffic (HdQRS.), Ground Floor, Traffic HQ, Dev Prakash Shastri Marg, Pusa, New Delhi-110012 to see the sample of bag before submission of bids on any working day during office hours and also **submit an undertaking in this regard that the firm/agency is quoting rate for the bag after seen of sample of the bag and undertake to supply the bags as per sample of bag kept at General Store of Traffic Unit.**
7. The tenderers must bring their sample of bags for the quoted bid which will be inspected by the purchase committee on the day of tender.
8. Rates quoted shall be valid for a period of 6 months from the date of issuing of the Tender.
9. The tenderers shall quote their rates for item mentioned in Appendix-I. The commercial bid of only the technically acceptable offers shall be opened for further evaluation and ranking.
10. No advance payment shall be given to any agency on any grounds what so ever.
11. The price shall be F.O.R. Delhi including packing, transit and forwarding to rail or road carrier and statutory levies, if any. There shall be no extra charges of these items.
12. The successful tenderers shall have to supply the requisite Nos. of bags as per sample kept at General Store, Traffic within a period of 02 days of from the date of issue of the Purchase Order, 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 agency/firm/contractor or adjusted from the pending bills/Performance Security of the firm/agency.
13. **The firm/agency will also submit an undertaking that the firm/agency is ready to supply the requisite numbers of bags as per sample kept in General Store, Traffic, New Delhi within two days from date of issue of supply order.**
14. 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.
15. Bid Security of **Rs.25,000/-** in the form of A/C Payee Demand Draft/Bankers Cheque/F.D.R./Bank Guarantee from any Commercial Bank in favour of DCP/Traffic (HQ), Delhi must accompany the bids. No tender shall be accepted without Bid Security and shall be rejected straightway. The Bid Security shall be refunded to the unsuccessful tenderer(s) after finalization of the tender and award of supply order and deposit of Performance Security by the successful tenderer. Bid Security deposited with the tender shall bear no interest. Bid Security must be attached with Technical Bid. The Bid Security Deposit should be valid for a period of forty five days beyond the bid validity period.

16. 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 respects, within the stipulated period as specified in the purchase order after the purchase order is placed to the firm. The Performance Security Deposit shall bear no interest. The Performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier/firm.
17. 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 item of the tender.
18. The tender must contain the name, office and residential address including telephone number(s), Email-ID and Fax number(s) of the person or persons with his/their usual signatures.
19. The tenderer(s) must enclose the details of partner (s) with their complete details.
20. The tenderers shall indicate their rates in clear visible figures and words and shall not alter/overwrite/make cutting in the rates. If alteration/ overwriting/cutting in rates are noticed without attestation such tenders shall not be taken into consideration.
21. The purchase committee reserves the right to purchase the whole material as per requirement of the Delhi Traffic Police.
22. A copy of tender documents terms & conditions duly signed by the bidder(s) may also be attached with the "Technical Bid", unsigned tender documents shall not be accepted.
23. No Conditional/optional tenders shall not be accepted and shall be rejected straightway.
24. No enquiry shall be made by the tenderers(s) in-between the time of opening the tenders till the competent authority takes final decision.
25. In case the successful tenderers is found in-breach of any terms and 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 also by black listing for future dealing.
26. The supply of bags shall be inspected or tested and if found fails to conform to the specifications of the sample of bag, the Delhi Traffic Police may reject/return the bags straightway without assigning any reason, no payment shall be made and a penalty including forfeiture of Performance Security shall be imposed.

27. The Purchase Committee reserves the right to relax any of the above mentioned conditions(s) and reject on his discretion any or all tender(s) altogether without assigning any reason, with the approval of competent authority.
28. In case, the successful tenderer violate/breach any of the terms & conditions of the tender or contract/supply order, an explanation of the company/firm can be called by issuing Show Cause Notice. If the reply of Show Cause Notice is not found satisfactory, strict legal action as per law will be taken, besides forfeiture of EMD/Security Deposit and blacklisting the firm.
29. In the case of 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 of 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 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 N.C.T. of Delhi.
30. All procedure for the purchase of stores laid down in GFRs and DFPRs shall be adhered to strictly by the undersigned and tenderers are bound to abide by the same.
31. The rates once approved shall not be enhanced till the existence of the contract.
32. In case of decrease in market price, the department reserves the right to make purchases from the market at low rates to affect economy.
33. The tenderers have to give undertaking to the effect that their firm is neither black listed by any Govt. Department nor any criminal case is/was registered against them. The bidders found having black listed by any Govt. Department/criminal cases registered against them shall not be considered for this tender.
34. The bidder shall ensure and undertake that their Partner/Directors/Family Members have also not quoted for the present tender in the name of some other entity.
35. **Force majeure**: The contractor shall not be liable for forfeiture of this performance security, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the contractor and not involving the means and event beyond the control of the contractors and not involving the contractors fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, etc.

**DEPUTY COMMISSIONER OF POLICE:
TRAFFIC (HQ); NEW DELHI.**

Appendix-I

(Purchase of 500 Nos. Bags (as per sample) in connection with C.P.'s Annual Press Conference 2014)

SL. No.	Description	Quantity	Rate per Unit (inclusive of all taxes)	Total Price (inclusive of all taxes)
1.	Bag <u>(as per sample kept at General Store, Traffic, New Delhi)</u>	500 Nos.		
	Total			(inclusive of all taxes)

Signature of the Proprietor
With Seal
Date

APPENDIX-II**(Purchase of 500 Nos. Bags (as per sample kept in General Store, Traffic) in connection with C.P.'s Annual Press Conference 2014.)**

Sl. No.	Description	Answer
1.	Is the tenderer registered with Sales Tax/VAT Department and Documentary proof to this effect attached?	Yes/No
2.	Has the tenderer attached the documentary proof of current Tax clearance/copies of latest tax deposit challan?	Yes/No
3.	Has the tenderer enclosed permanent Income Tax/TIN No. with the tender?	Yes/No
4.	Has the tenderer deposited Bid Security for Rs.25,000/- as per Clause-13 in favour of DCP/Traffic(HQ), Delhi?	Yes/No
5.	Has the tenderer deposited tender fee for Rs.500/- (non-refundable) in favour of DCP/Traffic(HQ), Delhi?	Yes/No
6.	Is the tenderer agreeable for validity for rates for 06 months from the date of opening of tender? If the answer is 'yes' has an undertaking in this regard been attached?	Yes/No
7.	Has the tenderer mentioned rates inclusive of all taxes?	Yes/No
8.	Has the tenderer attached the documentary proof of having exemption for Earnest Money deposition, in case of the agency exempted being registered with DGS&D/NSIC?	Yes/No
9.	Has the tenderer accepted all the terms and condition of the tender documents? If the answer is 'Yes' has an undertaking in this regard been attached?	Yes/No
10.	Has the tenderer given an undertaking that the firm either been blacklisted by any Government Department or any criminal case is registered against him/Tendering firm?	Yes/No
11.	Has the tenderer attached undertaking that the firm/agency is quoting rate for the bag after seen of sample of the bag and undertake to supply the bags as per sample of bag kept at General Store of Traffic unit?	Yes/No
12.	Has the tenderer submitted an undertaking that the firm/agency is ready to supply the requisite numbers of bags as per sample kept in General Store, Traffic, New Delhi within two days from date of issue of supply order?	Yes/No
13.	Has the tenderer submitted an undertaking that their Partner/Directors/Family Members have also not quoted for the present tender in the name of some other entity?	Yes/No
14.	Has the tenderer attached the copy of tender documents/ terms & conditions duly signed by the bidder(s) with the "Technical Bid"?	Yes/No

Signature of the Proprietor
With Seal
Date