

**TENDER FORMAT**

1. NAME OF THE FIRM \_\_\_\_\_
2. CORRESPONDENCE ADDRESS WITH \_\_\_\_\_  
TELEPHONE NO. & FAX NO. \_\_\_\_\_
3. LOCAL ADDRESS WITH TELEPHONE \_\_\_\_\_  
NO. & FAX NO. \_\_\_\_\_
4. WHETHER REGISTERED WITH NSIC/ \_\_\_\_\_  
DGS&D, IF YES ATTACH COPY \_\_\_\_\_
5. SERVICE/VAT TAX REGISTRATION PROOF \_\_\_\_\_
6. LATEST SERVICE TAX CLERANCE \_\_\_\_\_  
CERTIFICATE
7. SPECIFICATIONS OF THE PLASTIC BARRIER \_\_\_\_\_  
ALONGWITH LITERATURE/BROUCHURE
8. LIST OF OWNERS/PARTNERS & CERTIFICATION \_\_\_\_\_  
REG. BLACKLIST & CRIMINAL CASE  
ATTACHED OR NOT
9. APPLICATION FEE \_\_\_\_\_
10. EARNEST MONEY DETAILS \_\_\_\_\_
11. COPY OF TERMS AND CONDITION \_\_\_\_\_  
DULY SIGNED

**SIGNATURE OF THE TENDERER WITH STAMP**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## TENDER FORM

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

**LATE DATE 6.4.2015 AT 2.00 P.M.**

**(Purchase of 500 Nos. of Plastic Barrier as per the sample kept in General Store/Traffic Unit, DCP/T(HQ) office, Dev Prakash Shastri Marg, New Delhi for use of Delhi Police(Traffic Unit)**

Delhi Police (Traffic Unit) invites sealed tenders in two bid system i.e. Technical Bid and Commercial Bid from experienced and reputed individual/business establishments/manufacturers/distributors for purchase of 500 Nos. of Plastic Barrier as per sample kept in General Store/Traffic Unit. Bids are invited from manufacturer/fabricators/authorized distributors/ dealers in the trade. The quantity of Plastic Barrier may increase/decrease at any point of time as per the requirement of Delhi Traffic Police.

<b>Sl. No.</b>	<b>Name of the item</b>	<b>Qty.</b>	<b>Delivery Period</b>	<b>Application fee</b>	<b>Earnest Money</b>
1.	Plastic Barrier	500 Nos.	15 days	Rs.500/- (Not-refundable)	Rs.25,000/-

Tenderers are advised to quote their rate after careful study of the sample of equipment as well as the following terms and conditions:-

#### **TERMS & CONDITIONS :-**

1. Sealed tenders are invited by Delhi Police (Traffic Unit) from the reputed Manufacturer firm/Authorized Distributors/dealers/fabricators/Traders for the purchase of 500 Nos. of Plastic Barrier for use in Delhi Police (Traffic Unit) on sample basis kept in General Store/Traffic Unit. The tender should reach this office by post or can also be put personally in the sealed tender box kept in the office complex at Traffic Police Headquarters, Dev Parkash Shastri Marg, Behind Pusa, Delhi.
2. The last date of submission of Tender in the office of DCP/Traffic (HQ), Delhi **on 6.4.2015 by 2.00 PM**. The bidder firm, individual or duly authorized representative are at their liberty to attend the proceedings of the opening of the tender (Technical Bid) **at 3.30 P.M.** on the same day i.e. **6.4.2015** in the Conference Hall, office of Addl. Commissioner of Police, Traffic, Dev Parkash Shastri Marg, Pusa, New Delhi. In case, the tender not opened on **6.4.2015** due to administrative or law & order problem or due to holiday etc. The same shall be opened on the next working day at **3.30 PM**. However, the tender box shall be sealed at the closure of specific date and time.
3. The Tender documents can be obtained from the office of DCP/Traffic (HQ), Dev Parkash Shastri Marg, Pusa, New Delhi free of cost on any working day from **9.3.2015 to 1.4.2015** between working hours. Alternatively, the tender documents can also be downloaded from the websites of Delhi Police i.e. [www.delhipolice.nic.in](http://www.delhipolice.nic.in) or Delhi Traffic Police i.e. [www.delhitrafficpolice.nic.in](http://www.delhitrafficpolice.nic.in).

4. A non-refundable fee for Rs.500/- as Tender fee must be accompanied with tender in the form of A/c Payee Demand Draft issued from any commercial bank in favour DCP/Traffic (HQ), Delhi failing which the tender shall not be accepted.
5. Bid Security (EMD) of **Rs. 25,000/-** in the form of A/C payee Bank Draft, FDR, Bankers Cheque or Bank guarantee issued from any commercial bank in acceptable form must accompanied with tender in favour of DCP/Traffic (HQ), Delhi. No tender shall be accepted without EMD and shall be rejected straightway. The EMD deposited with the tender shall bear no interest. 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 to the successful tenderer. The Bid security must be attached with Technical Bid. The EMD should be valid for 45 days beyond the bid validity.
6. The tenderer shall submit their bids by way of two separate envelopes for TECHNICAL BID and COMMERCIAL BID. The word "Technical Bid/Commercial Bid" shall be prominently marked on the top of both envelopes. Both these bids shall further be put in one envelop and sealed properly before putting in tender box duly super scribed "Tender for purchase of Plastic Barrier for Delhi Traffic Police" which shall be addressed to Dy. Commissioner of Police, Traffic (HQ), Dev Parkash Shastri Marg, Pusa, Delhi. Non-adherence of this procedure shall lead to rejection of tender. The technical bids shall contain all the documents as mentioned in Appendix-III.
7. The bidders registered with Central Purchase Organisation (e.g. DGS&D), National Small Industries Corporation (NSIC) for the requisite items/item are exempted from depositing of Earnest Money. The bidders shall have to enclose documentary proof to authenticate their firm's registration with these organizations for the specific item to avail this exemption. The original document projected for EMD exemption can be verified/checked.
8. No Tender will be accepted by hand and tenders received late will not be entertained.
9. The tendering firm must patch sticker on their sample, duly stamped and signed for easy identification. The tendering firm must submit their sample alongwith the Technical Bid failing which tender will be rejected.
10. Incomplete/conditional/optional tender shall not be accepted and will be rejected forthwith.
11. The tenderer can remain present himself or his authorized representative at the time of opening of tender. Only authorized representative will be allowed to attend the meeting of the Purchase Committee. They should also bring letter Head of the firm with an undertaking that any decision/negotiation taken by them would be accepted by firm.
12. The firm whose rates are accepted for the award of contract/supply order will have to deposit Performance Security for 10% of the contractual amount in the form of A/C Payee Bank Draft, FDR, Bank guarantee in acceptable form from a Commercial bank in favour of DCP/Traffic (HQ) Delhi within 10 days from the date of receipt of confirm order for safeguarding the purchase's interest in all respect, failing which the bid security shall be forfeited and the contract shall be cancelled as well as action for blacklisting can also be taken prior to taking any legal action.

Performance Security shall bear no interest. The performance Security should remain valid for a period of **sixty days** beyond the date of completion of all contractual obligations of the supplier/contractor.

13. Only Sales Tax/VAT registered agencies are eligible to fill this tender. Interested agencies shall quote their Sales Tax/TIN for VAT number in their quotation and also attach documentary proof of having registered with Sales Tax/VAT department with the technical bid.
14. Latest Sales Tax clearance certificate or latest Sales Tax/VAT return filed/issued from the Sales Tax VAT department in the language of English/Hindi on the enclosed prescribed proforma must be attached with technical bid.
15. The bidders firm should be in possession of Permanent Account number in the name of the tendering firm or in the name of the his proprietor and shall furnish a copy of the same alongwith technical bid.
16. The bidder shall be deemed to be qualified in technical bid have to provide demo of equipment (Plastic Barrier) to check the capability and other technical specifications during field trial. The bidder, therefore, is bound to demonstrate the intended equipment on the direction of the Technical Committee on the scheduled date, time and place failing which the bidder shall be liable to be disqualified.
17. The Commercial Bids of the short-listed bidders (qualified on the basis of Technical Bid and field trial/demo) will be opened in the office of Addl. Commissioner of Police, Traffic, Traffic Police Headquarters, Dev Parkash Shastri Marg, Pusa, Delhi.
18. The Purchase Committee reserves the right to reject any tender or all the tenders without assigning any reason thereof. The Purchase Committee can negotiate with L-1 firm only.
19. The tendering firm shall quote his rates in clear visible figures **as per Price Format at Appendix-“I” including all taxes i.e. Sales Tax/VAT Tax/Excise Duty etc.** Nothing over and above the quoted rates/charges would be paid to the successful bidder. There shall be no alteration/overwriting/cutting in the rates quoted. If alteration/ overwriting/cutting is/are noticed, such tenders shall not be taken into consideration. Nothing over and above the quoted price shall be paid on any ground.
20. Rates (inclusive of all taxes) quoted shall be valid for a period of **six months** from the date of opening of the Tender. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
21. The tendering firm have to mention the warranty period of the Plastic Barrier. However, the minimum warranty period of the Plastic Barrier would be **three years** from the date of delivery. The firm has to submit a certificate to this effect.
22. All the Plastic Barrier supplied by the firm should be as per the required sample. Under no circumstances, sub-stand material will be accepted.
23. The price shall be FOR Delhi including all taxes, packing, transit and forwarding by rail or road carrier etc. Including statutory levies, if any and no extra charges shall be demanded/quoted in this regard.

24. Delivery of the stores at Delhi Traffic Police (HQ), Dev Parkash Shastri Marg, Pusa, New Delhi shall be completed by the supplier in accordance with the terms specified by the purchaser within **02 (two) weeks** from the date of award of contract/supply order. The department reserves the right to cancel the supply order or part supply thereof in case of default in supply.
25. **Liquidated Damage:** If the supplier fails to deliver any or all of the goods or perform the services within the time period specified in the contract, the purchaser shall without prejudice to its order remedies under the contract, deduct for the contract price, as liquidated damages (not by way of penalty) a sum to the 1% (one percent) of the price of the delayed goods until actual delivery or performance upto a maximum deduction of 5% (five percent) of the undelivered stores.
26. The payment shall be made/released only after receipt/final acceptance of the stores and receipt of the bill complete in all respect. No advance payment will be made. Besides, no interest would be payable in case of delayed payment.
27. The tenderer(s) 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 Govt. Department nor any Criminal Case is registered against the firm or its owner or partners anywhere in India. The bidder found black listed by any Govt. Department/criminal case registered against the firm/contractor shall not be considered for this tender.
28. The Purchase Committee reserves the right to relax any terms and conditions in the Govt. Interest, with prior approval of competent authority.
29. No advance payment will be made in any condition. Payments shall only be released after inspection of stores by the concerned Technical Committee and approval of competent authority. No claim for interest in case of delayed payment will be entertained by the department.
30. The tenderer shall submit the list of owner/partner/director of the firm alongwith name, office and residential addresses including the telephone number(s) with his/their usual signatures.
31. The tenderer will submit the terms and conditions duly signed on each page by as a token of acceptance of the same alongwith the tender. **Unsigned tender(s) shall be** rejected forthwith.
32. The tendering firms will marked/flagged all the required documents for easy identification.
33. The tenderer should submit an undertaking that no members of their firm/company etc., or family members are participating in the bidding process through some other entity.
34. The tenderer shall give an undertaking that he/she is also not participating in the tender process through other entities either directly or indirectly.
35. The bidder(s) 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 right is conferred upon the bidder for award of contract who even otherwise qualified in technical/financial bids.

36. No enquiry shall be made by the tender(s) in-between the time of opening the tenders till the competent authority takes final decision.
37. In case the firm fails to supply/provide the item within stipulated delivery period, the same shall be hired from the open market and the difference of hiring charges, if any will be recovered from the Security Money and pending bills of defaulting firm, by calling explanation after issuing notice.
38. In case, the successful tenderer is found in breach/breaking of any term and condition (s) at any stage including submission of false information strict/legal action as per rules/laws shall be initiated against the tenderer regarding forfeiture of bid security as well as performance security deposits/debarment of the firm for a specific period (minimum two years) for not participating in any of the tender as well as the firm shall also be blacklisted for all future dealing with Delhi Police (Traffic Unit).
39. In case of difference arises between firm and department, a show cause notice will be given and explanation would be called. If reply is not found satisfactory legal action as deemed fit will be taken. Prior to legal action, the firm can also be called for negotiation.
40. In case of dispute or difference arises between contractual firm and 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 supplied, 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. The language of arbitration shall be English. The venue for conciliation and/or arbitration proceedings shall be in Delhi, India.
41. Procedure envisaged under GFR and DFPR or any such directions received in this regard from G.O.I./GNCT of Delhi shall be adhered to strictly by the tenderer and shall be bound to abide by the same.
42. 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 contractors fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, epidemics, quarantine restrictions, freight embargoes, etc.
43. The supplier shall indemnify the Purchaser against all third party claims of infringement of patent, copyright, trademark, license or industrial design rights, software piracy arising from use of the goods or any part thereof in the Purchaser's country.

Sd/-  
DY. COMMISSIONER OF POLICE  
TRAFFIC (HQ) : DELHI

**PROFORMA FOR PRICE SCHEDULE**

(Enclose with price bid)

**TENDER FOR PURCHASE OF PLASTIC BARRIER FOR USE IN DELHI POLICE**

Date of opening..... Time .....Hrs.

We \_\_\_\_\_ hereby certify that we are established manufacturers/authorized representatives of M/s \_\_\_\_\_ with factories at \_\_\_\_\_ which are fitted with modern equipment and where production methods, quality control and testing of all materials manufactured or used by us are open to inspection by the representative of the purchaser. We hereby offer to supply the following items at the prices indicated below:

S. No.	Description of work/ item	Qty.	Rates Per Unit [inclusive of all statutory/govt. taxes, levies, freight & duties] (In Indian Rupees)	
			In Figure	In Words
a	b	c		
1.	Plastic Barrier	500 Nos.		

- NOTE:-**
- 1. RATE SHOULD BE OFFERED ONLY FOR ONE MODEL.**
  - 2. OPTIONAL BID WILL NOT BE ENTERTAINED AS CLARIFIED IN CLAUSE NO.12 OF TERMS & CONDITIONS.**
  - 3. NO CONDITIONS SHOULD BE INSERTED IN THE PRICE BID AS CLARIFIED IN CLAUSE NO. 11 OF TERMS & CONDITIONS.**

It is hereby certified that we have understood all the terms and conditions specified in the tender document and are thoroughly aware of the nature of job required to be done and goods/items to be supplied. We agree to abide by all the tender terms and conditions.

We hereby offer to carry out the job and (or) supply the goods/items detailed above or such portion(s) thereof as you specify in the notification of award.

(Signature and seal of Bidder)

Dated: \_\_\_\_\_

**DETAILS OF DOCUMENTS TO BE ATTACHED WITH TECHNICAL BID AS PER THE ORDER GIVEN BELOW**

<b>Sl. No.</b>	<b>Descriptions</b>	<b>Answer</b>	<b>Page No.</b>
1.	Has the tenderer registered with Sales Tax/VAT Department and documentary proof to this effect attached? (Clause No. 13)	Yes/No	
2.	Has the tenderer attached the documentary proof of current Tax Clearance/Assessment certificate/latest return filed/copies of challans indicating deposition of Sales Tax/VAT with the concerned department? (Clause No. 14)	Yes/No	
3.	Has the tenderer enclosed permanent Income Tax No. with the tender? (Clause No. 15)	Yes/No	
4.	Has the tenderer deposited Tender fee of Rs. 500/- in favour of DCP/Traffic (HQ)? (Clause No.4)	Yes/No	
5.	Has the tenderer deposited Earnest Money Rs. 25,000/- in favour of DCP/Traffic (HQ)? (Clause No.5)	Yes/No	
6.	Has the tenderer agreed for validity for rates for 6 months from the date of opening of tender? (Clause No. 20)	Yes/No	
7.	Has the tenderer attached the documentary proof of having exemption for Earnest money, in-case of the agency exempted being registered with DGS&D/NSIC? (Clause No. 7)	Yes/No	
8.	Has the tenderer attached an undertaking to the effect that neither the firm is blacklisted by any Govt. Department Nor any criminal case is registered against the firm or Against the bidder? (Clause No. 27)	Yes/No	
9.	Has the tenderer attached the list of owners/partners etc. with name, address, phone number, E-mail address of the firm ? (Clause No. 30)	Yes/No	
10.	Has the rates been quoted in financial Bid inclusive of all taxes duly signed by the Bidder? (Clause No. 19)	Yes/No.	
11.	Has the tenderer attached a copy of tender terms and conditions duly signed on each page as a token of acceptance? (Clause No. 31)	Yes/No	
12.	Has the tenderer attached an undertaking to the effect that no members of their firm/company etc. or family members are participating in the bidding process through some other entity? (Clause No. 33)	Yes/No	
13.	Has the tenderer attached an undertaking to the effect that he/she is also not participating in the tender process through other entities either directly/indirectly? (Clause No. 34)	Yes/No	
14.	Has the tenderer 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	
15.	The firm has submitted the sample of Plastic Barrier with the Technical Bid.	Yes/No	
16.	Other document as per tender terms and conditions.	Yes/No	
17.	Has the tenderer attached an undertaking to the effect that the firm will provide three years warranty of Plastic Barrier.	Yes/No	

(Signature and seal of Bidder)

Dated : \_\_\_\_\_