

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 CLEARANCE _____
CERTIFICATE
7. DETAILS OF THE PURCHASE OF _____
ERASER, PENCIL, PENCIL BOX, GEL PEN AND TOFFEES
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.

LAST DATE 3.11.2015 AT 2.00P.M.

(Purchase of Erasers, Pencils, Gel Pens, Toffees and Pencil Boxes (25,000 Nos. each) for use of Road Safety Cell/Traffic Unit during Annual Road Safety Exhibition at Traffic Training Park, Pragati Maidan, New Delhi during IITF-2015).

As usual India International Trade Fair-2015 is scheduled to commence from 14th November-2015. On this occasion, a Road Safety Exhibition is organized every year at Traffic Training Park, Pragati Maidan, New Delhi to inculcate the Road Safety awareness among the children, youngsters and people, who visits the India International Trade Fair and for this purpose, Eraser, Pencil, Gel Pen, Toffee and Pencil Boxes (25,000 Nos. each item) by the Road Safety Cell, Traffic Unit. For this purpose, Delhi Police (Traffic Unit) invites sealed tenders in two bid system i.e. Technical Bid and Commercial Bid from experienced and reputed firms/authorized distributors/dealers and traders dealing in the trade for purchase of Eraser, Pencil, Gel Pen, Toffee and Pencil Boxes as per the samples kept in Traffic Training Park, Pragati Maidan, New Delhi. The details of the quantities of above items to be purchased are mentioned in Appendix-'I'.

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

TERMS & CONDITIONS :-

1. Sealed tenders are invited by Delhi Police (Traffic Unit) from the experienced and reputed firm/authorized Distributors/dealers and Traders dealing in trade for the purchase of Eraser, Pencil, Gel Pen, Toffee and Pencil Boxes (25,000 Nos. each) for use in Delhi Police (Traffic Unit) on sample basis kept in Traffic Training Park, Pragati Maidan, New Delhi. 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 **3.11.2015 by 2.00 PM**. The bidder firm, proprietor or duly authorized representative are at their liberty to attend the proceedings of the opening of the tender (Technical Bid) **at 5.00 P.M.** on the same day i.e. **3.11.2015** 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 **3.11.2015** due to administrative or law & order problem or due to holiday etc. The same shall be opened on the next working day at same time. 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 **26.10.2015 to 2.11.2015** between working hours. Alternatively, the tender documents can also be downloaded from the websites of Delhi Police i.e. Delhi Traffic Police i.e. 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 Eraser, Pencil, Gel Pen, Toffee and Pencil Boxes (25,000 Nos. each) for use in Delhi Police (Traffic Unit)" 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-II.
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 bring their quoted sample(s) of articles for examination/selection by the Purchase Committee, failing which tender will be rejected.
10. The Commercial Bids of the short-listed bidders will be opened after samples examination/selection by the Purchase Committee, in the office of Addl. Commissioner of Police, Traffic Police Headquarters, Dev Parkash Shastri Marg, Pusa, Delhi.
11. The firm whose rates found lower for the respective items mentioned in the Appendix-I will be considered as L-1 firm. However, if the rates of more than one firm are lower and same, the quantity may split between the firms for supply the requisite item(s).
12. Incomplete/conditional/optional tender shall not be accepted and will be rejected forthwith.
13. 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.

14. 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 2 days from the date of receipt of confirm order or the firm is /are verbally for depositing the same 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.
15. 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.
16. 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.
17. The Purchase Committee reserves the right to reject any tender or all the tenders without assigning any reason thereof.
18. 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 without proper attestation, such tenders shall not be taken into consideration. Nothing over and above the quoted price shall be paid on any ground.
19. **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.
20. The articles supplied by the firm should be as per the sample's specification. Under no circumstances, sub-stand material will be accepted. A certificate to this effect shall also be attached.
21. 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.
22. 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) days** 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.

23. **Liquidated Damages** : If the Supplier fails to deliver any or all the of the Goods or perform the Services within the time period specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, (not by way of penalty) a sum equivalent to 1 (one) percent of the price of the delayed goods or unperformed service for each & every week (part of a week being treated as a full week) of delay until actual delivery or performance, upto a maximum deduction of 10% (Ten Percent) of the undelivered Equipment/Services.
24. 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.
25. 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.
26. The bidder should see the sample of Eraser, Pencil, Gel Pen, Toffee and Pencil Boxes kept in Traffic Training Park, Pragati Maidan, New Delhi before quoting the tender. The bidder must submit an undertaking that they have examined the sample of Eraser, Pencil, Gel Pen, Toffee and Pencil Boxes in Traffic Training Park before quoting the tender.
27. The Purchase Committee reserves the right to relax any terms and conditions in the Govt. Interest, with prior approval of competent authority.
28. No advance payment will be made in any condition. Payments shall only be released after inspection of stores by the concerned Committee and approval of competent authority. No claim for interest in case of delayed payment will be entertained by the department.
29. 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.
30. 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.
31. The tendering firms will marked/flagged all the required documents for easy identification.
32. The bidder(s) shall not presume/take for award of contract/supply order until and unless a letter for award of contract/supply order is issued by the competent authority. Similarly, no right is conferred upon the bidder for award of contract/supply order who even otherwise qualified in technical/financial bids.
33. No enquiry shall be made by the tender(s) in-between the time of opening the tenders till the competent authority takes final decision.

34. In case the firm fails to supply/provide the item within stipulated delivery period, the same shall be purchased from the open market and the difference of cost, if any will be recovered from the Security Money and pending bills of defaulting firm, by calling explanation after issuing notice.
35. 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).
36. 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.
37. 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 supplier, 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.
38. 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.
39. 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.
40. 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.

DY. COMMISSIONER OF POLICE
TRAFFIC (HQ) : DELHI

PROFORMA FOR PRICE SCHEDULE

(Enclose with price bid)

TENDER FOR PURCHASE OF ERASERS, PENCIL, GEL PEN, TOFFEES AND PENCIL BOXES FOR USE IN DELHI POLICE

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.	Eraser (Aprsara dust free)	25,000 Nos.		
2.	Pencil (Camlin extra dark)	25,000 Nos.		
3.	Gel Pen freeflow (Cello)	25,000 Nos.		
4.	Toffees (éclairs)	25,000 Nos.		
5.	Pencil Boxes with road safety messages (good quality)	25,000 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

Sl. No.	Descriptions	Answer	Page No.
1.	Has the tenderer registered with Sales Tax/VAT Department and documentary proof to this effect attached? (Clause No. 15)	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. 16)	Yes/No	
3.	Has the tenderer deposited Tender fee of Rs. 500/- in favour of DCP/Traffic (HQ)? (Clause No.4)	Yes/No	
4.	Has the tenderer deposited Earnest Money Rs. 25,000/- in favour of DCP/Traffic (HQ)? (Clause No.5)	Yes/No	
5.	Has the tenderer agreed for validity for rates for 6 months from date of opening of tender? (Clause No. 19)	Yes/No	
6.	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	
7.	Has the tenderer 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? (Clause No. 25)	Yes/No	
8.	Has the tenderer attached the list of owners/partners etc. with name, address, phone number, E-mail address of the firm? (Clause No. 29)	Yes/No	
9.	Has the rates been quoted in financial Bid inclusive of all taxes duly signed by the Bidder? (Clause No. 18)	Yes/No.	
10.	Has the tenderer attached a copy of tender terms and conditions duly signed on each page as a token of acceptance? (Clause No. 30)	Yes/No	
11.	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	
12.	The firm has submitted the sample of Eraser, Pencil, Gel Pen, Toffee and Pencil Boxes alongwith the Technical Bid.	Yes/No	
13.	Has the tenderer attached an undertaking that articles supplied by the firm would be as per the sample's specification. Under no circumstances, sub-stand material will be accepted.	Yes/No	
14.	Other document as per tender terms and conditions.	Yes/No	

(Signature and seal of Bidder)

Dated : _____