

TENDER FORM

**OFFICE OF THE DY. COMMISSIONER OF POLICE: TRAFFIC: (HQ): DEV PARKASH
SHASTRI MARG, TODAPUR NEW DELHI.**

LAST DATE:- 26.12.2016 BY 5.00 P.M.

Purchase of printed Road Safety Calendar & Table Calendar-2017 for Delhi Traffic Police

Delhi Traffic Police intends to purchase printed Road Safety Calendar and Table Calendar – 2017 with road safety themes and invites participation in two bid system (i) Technical Bid (ii) Commercial Bid as per Sample available in Printing Section of Traffic Unit and as per design prescribed by TI/Road Safety Cell / I/C Printing Section. Bids are invited from the authorized dealers/printers/retailers/distributors for designing printing and binding (spiral/wiro) of Annual Road Safety Calendars and Table Calendars as mentioned in Appendix-I, and also in the Price Bid Proforma attached as Appendix-III. The quantity of printed road safety calendar and Table Calendar can be increased/decreased at any point of time as per the requirement of Delhi Police (Traffic Unit). Interested dealers/printers/retailers/distributors may quote their rates according to required specifications after careful study of the following terms & conditions:-

TERMS & CONDITIONS:

1. Sealed tenders are invited by Delhi Police (Traffic Unit) from the dealers/printers/retailers/distributors for the printing of Annual Road Safety Calendars and Table Calendars 2017 as per sample available in Printing Section of Traffic Unit and quantity mentioned in Appendix –I of this tender form. The tender can be put personally in the sealed tender box kept in the office complex at Traffic Police Headquarters, Dev Parkash Shastri Marg, Todapur, Delhi.
2. The tenderer shall submit their bids by way of two separate envelopes for TECHNICAL BID and COMMERCIAL BID. The word “Technical Bid/Commercial Bid for the printed Road Safety Calendar and Table Calendar-2017” shall be prominently marked on the top of both envelopes. Both these bids shall further be put in one envelope and sealed properly before putting in tender box duly super scribed “Tender for purchase of Printed Road Safety Calendar & Table Calendar-2017 for Delhi Police (Traffic Unit)” which shall be addressed to Dy. Commissioner of Police, Traffic (HQ), Dev Parkash Shastri Marg, Todapur, 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.
3. The Tender documents can be obtained from the office of DCP/Traffic (HQ), Dev Parkash Shastri Marg, Todapur, New Delhi on payment of Rs.500/- (non-refundable) on any working day from **22.12. 2016 to 26.12.2016** between working hours. Alternatively, the tender documents can also be downloaded from the websites of Delhi Police i.e. www.delhipolice.nic.in or Delhi Traffic Police i.e. www.delhitrafficpolice.nic.in. In this case the tender form downloaded from websites the bidder shall enclose a bank draft of Rs.500/- (non-refundable) to cover the cost of tender document in favour DCP/Traffic (HQ), Delhi failing which the tender shall not be accepted.
4. The last date of submission of Tender in the office of DCP/Traffic (HQ), Delhi on **26.12.2016 by 5.00 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

2.00 P.M. on the next day i.e.**27.12.2016** in the office chamber of Joint CP/Trafic (HQ.) at 1st Floor, Admn. Block, Traffic HQ, Dev Parkash Shastri Marg, Todapur, New Delhi. In case, the tenders are not opened on **27.12.2016** due to any administrative or law & order problem or due to holiday etc. The same shall be opened on the next working day at **2.00 PM** and no separate intimation will be given to bidders in this regard. However, the tender box shall be sealed at the closure of specific date and time.

5. The Commercial Bids of the short-listed bidders (qualified on the basis of Technical Bid) will be opened in the office chamber of Joint CP/Trafic (HQ.), 1st Floor, Admn. Block, Traffic Police Headquarters, Dev Parkash Shastri Marg, Todapur, Delhi and short listed bidders will be intimated about the date and time accordingly. The short-listed bidders or their authorized representative may present, if they so desire.
6. No Tender will be accepted by hand and tenders received late will not be entertained.
7. Firms having their own established Printing Press in Delhi and having the experience of printing/supplying similar calendars or printing job to any of the Govt. department in the preceding 3 years shall only be considered eligible to participate in the tender. They will have to produce a copy of certificate of having their own printing press registered in Delhi issued by concerned Govt. agency or a copy of registration certificate issued by Licensing Branch. He will also have to produce a certificate of supply of Wall and Table Calendars or printing job to Govt. department in the preceding 3 years, failing which their tender will not be entertained and the same will be liable for rejection.
8. Incomplete/conditional tender shall not be accepted and will be rejected forthwith.
9. Optional tender will not be accepted.
10. Bid Security (EMD) of Rs.25,000/- in the form of Fixed Deposit Receipts or Bank guarantee or Demand Draft issued from any commercial bank in acceptable form must accompany each tender in favour of DCP/Trafic (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 period. In case the tender is not finalized due to any administrative and other reasons and recommended for re-tender or cancellation, the Bid Security (EMD) shall be refunded to the tenderer(s) after approval the same for re-tender/cancellation.
11. 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 Demand Draft, Fixed Deposit Receipt/ Bank guarantee in acceptable form issued from a Commercial bank in favour of DCP/Trafic (HQ) Delhi within the stipulated period as communicated by the Delhi Traffic Police after finalization of the tender and before placing the work/supply order for safeguarding the purchaser's interest in all respect, failing which the bid security shall be forfeited and the contract shall be cancelled as well as legal action for blacklisting/debarment for a specific period (minimum 06 months) for not participating in any of the tenders of the Delhi Police/Delhi Traffic Police can also be taken. 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.

12. All SSI units/firms registered with NSIC/DGS&D for this item as per tender specification exempted from depositing of EMD, should have to enclose valid registration documents with their tender.
13. Only Sales Tax/VAT registered agencies are eligible to fill this tender. Interested agencies shall quote their Sale 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/Current Sales Tax/VAT 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 PAN number in the name of the tender firm or in the name of his proprietor and shall furnish a copy of the same alongwith technical bid.
16. The successful tenderer shall have to supply the requisite items within **05 (five) days** from the date of receipt of supply order to TI/Road Safety Cell, Todapur, Traffic Police Headquarters, Dev Parkash Shastri Marg, Todapur, New Delhi. Since, the requirement is specific and time bound in nature and supply guidelines are non extendable the bidders must satisfy themselves with these conditions before bidding. If the successful bidder fails to supply the printed calendars before **31.12.2016** otherwise the purchase will be made from the open market and without prejudice to the legal action, performance security amount shall be forfeited and proceeding for the blacklisting of the firm will be initiated. 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 shall be imposed.
17. **Liquidated Damage:** If the supplier fails to deliver any or all of the goods within the time period specified in the work order/contract by the purchaser, the purchaser shall without prejudice to its other remedies, deduct from the contract price, as liquidated damages (not by way of penalty) a sum equivalent to the 1% (one percent) of the price of the delayed goods per week until actual delivery or performance upto a maximum deduction of 5% (five percent) of the undelivered stores.
18. **The tenderer must attach an undertaking/certificate regarding inspection of the printed calendars and table calendars as per sample kept in Printing Section of Traffic Unit. The undertaking should be attached with the technical bid.**
19. The tendering firm shall quote its rates in clear visible figures **as per Price Format at Appendix-“III” including all taxes**. 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.
20. Rates (inclusive of all taxes) quoted shall be valid for a **period of 06 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. Undertaking in this regard may also be provided.
21. The tendering firm should ensure that the price quoted is inclusive of all taxes only. The rate should be quoted for price per calender basis. Optional rates shall not be quoted. Optional rates shall not be considered and bid shall be rejected.

22. All the printed calendars supplied by the firm should be as per the required specification as per the sample. Under no circumstances, sub-standard material will be accepted.
23. The price shall be F.O.R Delhi (i.e. Printing Section/Traffic, Traffic Police Headquarters, Dev Parkash Shastri Marg, Todapur, Delhi) including all taxes, packing, transit and forwarding by rail or road carrier statutory levies, if any and no extra charges shall be demanded/quoted in this regard.
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 or partial 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. The bidders shall submit alongwith tender a certificate on their letter head that "The firm has never been blacklisted in the past or criminal proceedings relating to any tender process with any govt. Department or PSU is pending".
26. The tenderer(s) shall submit an undertaking to the effect that they will supply the printed calendars and table calendars strictly as per the sample kept in Printing Section and as per the specifications of the sample. If at any stage it proves that the supplied calendars are not of the same quality of sample kept in Printing Section and as per specification, bidder/firm shall be liable for blacklisting alongwith deposition of all cost of substandard material.
27. The Purchase Committee reserves the right to reject any tender or all the tenders without assigning any reason thereof.
28. The Purchase Committee, in order to satisfy itself can order a spot enquiry to verify soundness, capability and viability and to check the go-downs of the firms before opening of price bid.
29. The Purchase Committee reserves the right to relax any terms and conditions in the Govt. Interest, with the approval of competent authority.
30. The tender must contain the name, office and residential address, E-mail ID including the telephone/FAX number(s) of the person or persons with his/their usual signatures. A copy of tender terms and conditions duly signed on each page by the tenderer(s), as a token of acceptance of the same should be attached alongwith the tender. **Unsigned tender(s) shall be** rejected forthwith.
31. The tendering firms will separate marked/flagged all the required documents for easy identification.
32. 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.
33. The tenderer shall give an undertaking that he/she is also not participating in the tender process through other entities either directly or indirectly.
34. 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.

35. No enquiry shall be made by the tenderer(s) in-between the time of opening the tenders till the competent authority takes final decision.
36. 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/performance security deposits/debarment of the firm for a specific period (minimum 06 months) 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 Police.
37. 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.
38. **Resolution of Dispute:** In the case of dispute or difference arising between purchase and the supplier 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 of conciliation and/or arbitration proceedings shall be in Delhi, India.
39. Procedure envisaged under GFRs and DFPRs 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.
40. The competent authority reserves the right recall the tender at any stage due to administrative reasons.
41. **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 contractors fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine, restrictions, freight embargoes etc.
42. **Patent Indemnification:** 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

(TO BE ATTACHED WITH TECHNICAL BID)**(Details/specification of Printed Road Safety wall Calendar & Table Calendar-2017)**

Sl. No.	Description of Item	Quantity
1.	Wall Calendar (Wiro Binding 7 page Size 17"x22" (Good Quality/Branded Co.)	5000 Nos.
2.	Wall Calendar (Spiral Binding 7 page Size 17"x22" (Good Quality/Branded Co.)	15000 Nos.
3.	Table Calendar (Wiro Binding 13 page Size 8.5"x 6.5" (Good Quality/Branded)	5000 Nos.

Note: - Before quoting the rates sample of the printed calendars mentioned above may please be inspected at Printing Section, Traffic Police Headquarters, Dev Parkash Shastri Marg, Todapur, New Delhi, as per clause 19 of tender.

Signature of the Bidder with Seal

Date

APPENDIX –II

(TO BE ATTACHED WITH TECHNICAL BID)

(Purchase of printed Road Safety Calendar and Table Calander-2017)

Sl. No.	Description	Answer	Page No.
1.	Has 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/Assessment certificate/latest return filed/copies of challans indicating deposition of Sales Tax/VAT with the concerned department?	Yes/No	
3.	Has the tenderer enclosed permanent Income Tax No. with the tender?	Yes/No	
4.	Has the tenderer deposited earnest money Rs.2 5,000/- in the form of FDR/Bank Guarantee of any Commercial Bank in favour of DCP/Traffic (HQ) as per clause No. 9?	Yes/No	
5.	Has the tenderer deposited non-refundable tender fee for Rs.500/- in the form of A/C payee Demand Draft/Bankers Cheque of any Commercial Bank in favour of DCP/Traffic (HQ), New Delhi?	Yes/No	
6.	Has the tenderer agreed for validity for rates for 6 months from the date of opening of tender?	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, 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 been attached in this regard?	Yes/No	
10.	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?	Yes/No	
11.	Has the tenderer submitted an undertaking to the effect that they will supply the printed road saety calendars and table calendar 2017 as per the sample kept with I/C Printiing Section and as per specification prescribed by I/C Modernisation with the technical bid and if at any stage it proves that the supplied calendars are not of the same quality attached with the technical bid, bidder/firm shall be liable for blacklisting alongwith deposition of all cost of substandard items including as per	Yes/No	

	clause No. 18?		
12.	Has the tenderer enclosed an undertaking regarding seen/inspection of sample of the printed calendars and other items mentioned at Appendix-I at Printing Section, Traffic Police Headquarters, Dev Parkash Shastri Marg, Pusa, New Delhi, as per Clause No. 19 of tender.	Yes/No	
13.	Has the tenderer enclosed the undertaking with regards to participations of their Partners, Directors, Family Members in the name of some other entity as per clause No. 33.	Yes/No	
14.	Has the tenderer enclosed the detail about the name of the firm, office and residential address, E-mail ID including telephone/Fax number(s) of the person or persons with his/their usual signature and list of their owners, partners etc. as per Clause No. 31?	Yes/No	
15.	Has the firm submitted a certificate (having own printing press and a copy of registration certificate issued by Licensing Branch or any govt. agencies) as per clause No. 7 of Terms & Conditions.	Yes/No	
15.	Other documents/undertaking as per tender terms and conditions	Yes/No	

**Signature of the Bidder with Seal
Date**

PRICE BID**(Details of Printed Road Safety Wall Calender & Table Calender -2017).**

	Description of Item	Quantity	Rate per unit inclusive of all taxes	Total cost inclusive of all taxes
1.	Wall Calendar (Wiro Binding 7 page Size 17"x22" (Good Quality/Branded Co.)	5000 Nos.		
2.	Wall Calendar (Spiral Binding 7 page Size 17"x22" (Good Quality/Branded Co.)	15000 Nos.		
3.	Table Calendar (Wiro Binding 13 page Size 8.5"x 6.5" (Good Quality/Branded)	5000 Nos.		

Note: - Rates of Printed Wall and Table Calendars shall be quoted as per sample kept in Printing Section as per the Specification of Printing Section and TI/Road Safety /Traffic, Traffic Police Headquarters, Dev Parkash Shastri Marg, Pusa, New Delhi.

Name Signature of Bidder with Seal

Date

