

## **TENDER FORM**

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

**LAST DATE: 20.12.2016**

**BY 1400 hours**

### **(Purchase of Pollution Nose Masks for use in the Delhi Traffic Police.)**

The Delhi Traffic Police invites sealed tenders in two bid system i.e. (i) Technical Bid and (ii) Commercial bid from manufacturer(s)/authorized distributor(s)/dealers/retailers for purchase of 800 Pollution Nose Masks for use by the Police Officers/Personnel of the Delhi Traffic Police. The Interested agencies may quote their rates according to the specifications/requirements mentioned at Appendix – I 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 firm should be in possession of Permanent Account Number (PAN) 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.
3. The bidders shall submit samples of Pollution Nose Masks offering in the tender. The tendering firm must patch sticker on their sample, duly stamped and signed for easy identification.
4. 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.

5. The bidders shall submit 20 extra samples of the Pollution Nose Mask which will be issued to the field officers for using for a specific period for obtaining feedback. The negative/positive feedback from the field officers will be a condition for disqualification/qualification of the bidders in the Technical Bid.
6. The bidders shall enclose the Test Reports from any approved Govt. laboratory certifying that the filter of the Pollution Nose Mask offered is conforming to N99 Standard under NOISH with the Technical Bid.
7. Rates should be quoted for the items as per columns in Appendix-III. Nothing over and above the quoted rates shall be payable. No future liability shall be undertaken by the purchaser.
8. The bidder shall indicate their rates as per columns of Appendix-III 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.
9. Rates quoted in Appendix-III shall be valid for a period of 12 months from the date of opening of the tender. The bidders shall also attach an undertaking to this effect with Technical Bid.
10. No advance payment shall be given to any agency.
11. 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.
12. 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 Pollution Nose Mask"** and **"Financial Bid for purchase of Pollution Nose Mask"** 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 Pollution Nose Mask for use in Delhi Traffic Police"**. Non-adherence of this procedure shall lead to rejection of the tender. Appendix-III shall be attached with Commercial Bid and Appendix-I & II shall be attached with the Technical Bid.

13. The Tender Form can be obtained from the office of the Deputy Commissioner of Police, Traffic, Headquarters, Ist Floor, Dev Prakash Shastri Marg, Pusa, New Delhi on any working day from **08.12.2016 to 19.12.2016 between 10 AM to 5 PM**. Alternatively, the tender document can also be downloaded from the websites of Delhi Traffic Police [www.delhitrafficpolice.nic.in](http://www.delhitrafficpolice.nic.in). Last date for submission of tender in the office of DCP/Traffic (HQ), Delhi is **20.12.2016 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. **20.12.2016** in the office of Joint CP/Traffic-HQ, Ist floor, Traffic Headquarters, Dev Prakash Shastri Marg, Todapur, 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 problems or due to holiday etc., the same shall be opened on the next working day, at same time and no separate intimation will be given to any bidder in this regard.
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/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/award of annual contract. The Bid Security shall be refunded to the successful bidder(s) after deposition of Performance Security. 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 bid validity.
16. 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 registered for the specific item of the tender (i.e. Pollution Nose Mask/Vogmask).

17. The firm whose rates are accepted being L-1 firm will have to deposit **10% of total cost of the items to be supplied** as Performance Security in the shape of Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee issued from any Commercial Bank in an acceptable form in favour of Deputy Commissioner of Police, Traffic (HQ), Delhi payable at Delhi, as safeguarding the purchaser's interest in all respect within a week's time from receipt of letter for this purpose. At the time of award of contract, approximate quantity of Pollution Nose Mask will be calculated for Security Money on the basis of the L-1 approved rates. The performance Security Deposit shall bear no interest. The Performance Security Deposit shall be valid for a period of sixty days beyond the fulfillment of all contractual obligations. The Performance Security Deposit shall bear no interest.
18. 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.
19. The purchase committee reserves the right to purchase the whole material or in part from time to time as per requirement of the Delhi Traffic Police. In case of increase of demand, the quantity may be increased up to 50% of the actual requirement in the tender.
20. 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.
21. Conditional tenders shall not be accepted and shall be rejected straightway.
22. No enquiry shall be made by the bidder(s) in between the time of opening the tenders till the competent authority takes final decision.
23. The samples of Pollution Nose Masks submitted by the bidder firms shall be inspected/evaluated by a committee and if not found in conformity to the requirement, the same will be rejected. The Delhi Traffic Police may also send the samples submitted by the bidder firms for laboratory test (optional) at the cost of the bidder firms and if not found in conformity to the requirement of the tender, the same will be rejected. In case the feedback report of 20 Pollution Nose Mask

submitted by the bidders is received negative from field officers, such bidder(s) shall be liable to be rejected in Technical Bid.

24. The Commercial Bids of only short-listed bidders on the basis of technical bid evaluation, sample evaluation, testing if done and feedback reports will be opened in the office of Joint Commissioner of Police, Traffic (HQ), Traffic Police Headquarters, Dev Parkash Shastri Marg, Todapur, Pusa Road, New Delhi.
25. The successful bidder shall have to supply the Pollution Nose Masks conforming to the specifications/requirements of the tender. The supply of Pollution Nose Mask on each occasion will be made to I/C General Store/Traffic, Traffic Headquarters, Dev Prakash Shastri Marg, Todapur, Pusa Road, New Delhi for making proper inventory.
26. 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 debaring 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.
27. The Purchase Committee may inspect the supplied items and if found sub-standard, the items may be sent to laboratory test at the cost of the firm to confirm its conformity as per specifications/requirements in the tender. In case after the laboratory test, it is found that the items are not conforming to the specifications/requirements, the same will be returned to the firm and supply will be made from the open market and in case of increase of rate, the difference of rates shall be recovered from the contractor or adjusted from pending bills/Performance Security. Besides, 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 blacklisting the firm shall be imposed with the approval of the competent authority.
28. The payment of the supplied Pollution Nose Mask will be made to the firm on completion of supply, submission of proper receipts and bills of the supplied stores. No interest on delayed payment will be considered at any stage.
29. The successful bidder has to submit an undertaking that he will supply the Pollution Nose Mask as per tender's specifications/requirements/sample deposited with the tender and if at

any stage it is proved that the supplied items are not in conformity, he shall be liable for blacklisting alongwith deposition of all cost of all substandard material.

30. 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.
31. In case violation of any terms & conditions on or before the contract/during process of tender, the successful firm/participating bidder 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.
32. 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.
33. 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.
34. 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.
35. The bidder shall not presume/take for granted for award of contract/supply order until and unless a letter for award of contract/supply is issued by the competent authority. Similarly, no right is conferred upon the bidder for award of contract who even otherwise qualified in technical/price bids.
36. **Delivery:** Delivery of the Pollution Nose Masks at Delhi Traffic Police (HQ), Dev Parkash Shastri Marg, Todapur, Pusa Road, New Delhi shall be completed by the supplier within two weeks from the date of award of contract/supply order. In case of urgency, the contractor firm shall supply the Pollution Nose Masks in shorter period. The department reserves the right to cancel the supply order or part supply thereof in case of default in supply.
37. The competent authority reserves the right to call off/cancel the tender at any stage on administrative ground.

38. **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) or unperformed service for each & every week (part of a week being treated as a full week) of the price of the delayed goods until actual delivery or performance upto a maximum deduction of 5% (five percent) of the undelivered stores.
39. **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.
40. **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 contractor's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine, restrictions, freight embargoes etc.
41. **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.

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

**APPENDIX – I**

**(TO BE ATTACHED WITH TECHNICAL BID)**

**SPECIFICATIONS/REQUIREMENTS FOR POLLUTION NOSE MASK FOR  
USE IN THE DELHI TRAFFIC POLICE.**

<b>S.No.</b>	<b>Specifications/Requirements</b>
1.	Main Filter must conform to N99 NIOSH Standard (Testing Report from any Govt. approved laboratory is mandatory)
2.	Carbon Filter
3.	Two one-way exhale valves
4.	Adjustable Nose Clip/band for forming seal over bridge of nose
5.	Stretchable ear loops
6.	Outer Fabric – polyester microfiber for durability and avoid fading, shrinking or wrinkling
7.	Inner Fabric – Woven microfiber textile for durability and comfort of the user
8.	Dimensions:- Height – Chin to Nose – 150 mm +/- 10 mm Width – 205 mm +/- 10 mm Ear-loop Length – 155 mm +/- 10 mm
9.	Washable for Re-use
10.	Durability – Minimum 3 months on regular use

**Signature of the Bidder with Seal  
Date**



**APPENDIX –II**

**(TO BE ATTACHED WITH TECHNICAL BID)**

**(Purchase of Pollution Nose Mask)**

<b>SI. No.</b>	<b>Description</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?	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 copy of Permanent Account Number (PAN) with the tender?	Yes/No	
4.	Has the tenderer deposited earnest money Rs.25,000/- in the form of FDR/Bank Guarantee of any Commercial Bank in favour of DCP/Traffic (HQ)?	Yes/No	
5.	Has the tenderer deposited non-refundable tender fee for Rs.500/- in the form of A/C payee Demand Draft/Banker's 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 12 months from the date of opening of tender?	Yes/No.	
7.	Has the tenderer mentioned rates as per all columns of Appendix-III?	Yes/No	
8.	Has the tenderer attached the documentary proof of having exemption for Earnest money, in-case of the	Yes/No	

	agency exempted being registered with DGS&D/NSIC.		
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 Pollution Nose Mask as per tender's specifications/requirements/sample deposited?	Yes/No	
12.	Has the tenderer submitted the samples of Pollution Nose Masks as per tender's specifications/requirements with the technical bid alongwith stamp and signature of the firm?	Yes/No	
13.	Has the tenderer submitted 20 Nos. additional samples of Pollution Nose Masks as per tender's specifications/requirements with the technical bid for distributing and obtaining feedback from field officers?	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?	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.?	Yes/No	
15.	Other documents/undertaking as per tender terms and conditions	Yes/No	

**Signature of the Bidder  
with Seal Date**

**APPENDIX – III**

**PRICE BID SCHEDULE**

**(Purchase of Pollution Nose Mask)**

<b>SI. No.</b>	<b>Description of Item</b>	<b>Quantity</b>	<b>Rate per unit</b>	<b>Taxes/VAT</b>	<b>Total cost per unit inclusive of all taxes</b>
1.	Pollution Nose Mask	800 Nos.			

**Name Signature of Bidder with Seal**

**Date**