

## **TENDER FORM**

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

**LAST DATE: 31.01.2017**

**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 mentioned at Appendix – I as well as after careful study of the terms & conditions. The notice of tender is available on the Delhi Traffic Police Website: [www.delhitrafficpolice.nic.in](http://www.delhitrafficpolice.nic.in). Interested bidders can download the same from the website.

### **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 quote rates for the Pollution Nose Mask as per specifications mentioned at Appendix-I and must attach documentary proof indicating that the Pollution Nose Mask offered is conforming to the specifications in the tender.

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. The bidder shall indicate their rates 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. The VAT/CST and other statutory duties and taxes will not be taken into account for arriving at L-1

6. 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.
7. No advance payment shall be given to any agency.
8. 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.
9. 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.
10. 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 18.01.2017 to **30.01.2017 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 31.01.2017 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. 31.01.2017 in the office of Joint CP/Traffic-HQ, Ist floor, Traffic Headquarters, Dev Prakash Shastri Marg, Pusa, 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.
11. 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.
12. 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.

13. Any agency, which has exemption for Tender Fee and Bid Security Deposits with tender being registered with DGS&D/NSIC, with any Central Government Ministry or any Department under the Ministry but not any independent department for the requisite item(s) shall submit the proof of valid registration with such organization/ministry/department for the specific item of the tender (i.e. Pollution Nose Mask) with the Technical Bid. **Failure to do so will result in rejection of the bid.**
14. The firm whose rates are accepted 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.
15. 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.
16. The purchaser can order upto  $\pm 15\%$  additional quantity of the items within six months from the date of finalization of the tender, the cost, terms & conditions remaining the same. The Bidder shall enclose an undertaking to confirm acceptance of this clause. It will be entirely the discretion of the Purchaser to place the Repeat order or not.
17. 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.
18. Conditional tenders shall not be accepted and shall be rejected straightway.

19. No enquiry shall be made by the bidder(s) in between the time of opening the tenders till the competent authority takes final decision.
20. The samples of Pollution Nose Masks submitted by the bidder firms shall be inspected/evaluated by the Technical 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.
21. The Commercial Bids of only short-listed bidders on the basis of technical bid evaluation and sample evaluation, 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.
22. The successful bidder shall have to supply the Pollution Nose Masks conforming to the specifications 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.
23. 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.
24. 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.
25. The supplied stores shall be evaluated by the Technical Committee. 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.
26. The successful bidder has to submit an undertaking that he will supply the Pollution Nose Mask as per tender's specifications 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.

27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. **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.
34. The competent authority reserves the right to call off/cancel the tender at any stage on administrative ground.
35. **Amendment of Tender Document:** At any time up to the last date for receipt of bids, Delhi Traffic Police may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender document by an amendment and extend date of submission of bids. The amendment will be notified either in writing by post/fax/E-mail/website (by anyone or more means) to the prospective Bidders and shall be binding on the bidders.
36. **Liquidated Damage:** If the Contractor fails to deliver the Stores within the prescribed Delivery Period, the Purchaser has the right to recover liquidated damage equivalent to 0.5% per week or part thereof of the contract value of the delayed stores subject to a ceiling of 10% of contract value of delayed stores.

37. **Arbitration:** In case of any dispute or difference arising out of or in connection with this contract, the authorized officials of both the parties will try to resolve the matter through mutual discussions and in the event of there being no resolution; the matter shall be referred for arbitration to a sole arbitrator to be appointed by the Delhi Police. The arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings and the venue of the arbitration shall be at New Delhi. The award of the arbitrator shall be binding on both the parties. The cost of arbitration including the fees of the Arbitrator shall be borne by both the parties equally and will be adjusted, if required, after the award of arbitrator. Each party shall be responsible for its own costs and professional fees, if any.
38. **Jurisdiction of Courts in case of disputes:** All matters and disputes arising from, relating to or concerning the contract shall be subject to the jurisdiction of the courts in New Delhi.
39. **Force Majeure:** The bidder shall not be liable for forfeiture of its performance security, termination of contract, if and to the extent that its delay in performance or other failure to perform; obligations under the contract is the result of an event of Force Majeure. For purposes of this clause ‘*Force Majeure*’ means an event beyond the control of the bidder and not involving the bidder’s fault or negligence and not foreseeable. Such events may include but are not limited to, acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, fires, floods etc. If a Force Majeure situation arises, the bidder shall promptly notify Delhi Police in writing of such conditions and the cause thereof within ten calendar days. Unless otherwise directed by purchaser in writing, the bidder shall continue to perform its obligations under the Contract so far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, purchaser and the vendor shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding the above, the decision of purchaser shall be final and binding on the vendor.
40. **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.

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

**(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/European Equivalent, EN149 or any other equivalent.
2.	Carbon Filter
3.	Exhale valve for easy breathing
4.	On wearing the mask, there should not be any hindrance to oral communication and hearing
5.	Adjustable Nose Clip/band for forming seal over bridge of nose
6.	Stretchable ear loops
7.	The Mask must be available in various sizes
8.	Washable for Re-use
9.	Durability – Two Months & above of wearing regularly Or 140 hours of continuous inhalation.

**Signature of the Bidder with Seal**

**Date**

**APPENDIX –II**

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

**(Purchase of Pollution Nose Mask)**

<b>Sl. 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 agency exempted being registered with DGS&D/NSIC/any Central Government Ministry or any Department under the Ministry .	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 Pollution Nose Mask as per tender's specifications/sample deposited in the tender?	Yes/No	
12.	Has the tenderer submitted the samples of Pollution Nose Masks as per tender's specifications with the technical bid alongwith stamp and signature of the firm?	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.	Any other documents/undertaking as per tender terms and conditions	Yes/No	

**Signature of the Bidder with Seal  
Date**

**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/ Other Statutory levies and taxes</b>	<b>Total cost per unit inclusive of all taxes/levies etc.</b>
1.	Pollution Nose Mask	800 Nos.			

**Name Signature of Bidder with Seal**

**Date**