

## TENDER FORM

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

LAST DATE: 07.3.2017  
BY 1200 hours

**(For obtaining the rate for Award of Annual Contract for Purchase of different kinds of cartridges/tonners for different make and models of computer printers for use in the offices and circles of the Delhi Police (Traffic Unit))**

The Delhi Police (Traffic Unit) intends to obtain the rates for award of Annual Contract for purchase of different types of cartridges/tonners for a period of one year for use in the various make and models of computer printers installed in various offices and traffic circles of the Delhi Police (Traffic Unit) in two bid system i.e. (i) Technical Bid and (ii) Commercial bid from **manufacturer(s) and authorized distributor(s)/dealers only**. The description of cartridges required to be purchased during the contractual period is attached at Appendix-'I'. The quantity of cartridge/tonner to be purchased will on the basis of as and when requirement basis of Delhi Police (Traffic Unit). Interested agencies may quote their rates according to required description 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 shall submit an authentic documentary evidence from OEM (Ink signed) indicating that the bidding firm is **an authorized distributor/dealer to participate in the tender** for the tendered items (cartridges/tonner) as per details mentioned in Appendix-I. In case of manufacturer, the firm shall submit relevant documentary evidence.
3. Rates should be quoted for the items in Appendix-I inclusive of all taxes. Nothing over and above the quoted rates shall be payable. No future liability shall be undertaken by the purchaser.
4. Rates (inclusive of all taxes) quoted 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.
5. The bidders shall quote their rates for items mentioned in Appendix-I only after inspecting the quality of item(s) available in Stationery Store, Traffic Police Headquarters, Dev Prakash Shastri Marg, Toda Pur New Delhi and the Commercial Bid of the technically acceptable bidders shall be opened for further evaluation and ranking. A certificate/undertaking that rates have been quoted after inspection of items is also required to be attached alongwith the tender.

6. No advance payment shall be given to any agency.
7. 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.
8. 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 award of Annual Contract for purchase of Cartridges/Tonners”** and **“Financial Bid for award of Annual Contract for purchase of Cartridges/Tonners”** 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 award of Annual Contract for purchase of Cartridges/Tonner for use in Delhi Police (Traffic Unit)”**. Non-adherence of this procedure shall lead to rejection of the tender. Appendix-I shall be attached with Commercial Bid and Appendix-II shall be attached with the Technical Bid.
9. The Tender Form can be obtained from the office of the Deputy Commissioner of Police, Traffic(Hdqrs.), 1st Floor, Dev Prakash Shastri Marg, behind Pusa, Todapur, New Delhi on any working day from **14.2.2017 to 06.3.2017 between 10 AM to 5 PM**. Alternatively, the tender document can also be downloaded from the websites of Delhi Police & Delhi Traffic Police i.e. [www.delhipolice.nic.in](http://www.delhipolice.nic.in) and [www.delhitrafficpolice.nic.in](http://www.delhitrafficpolice.nic.in) respectively. Last date for submission of tender in the office of DCP/Traffic (HQ), Delhi is **07.3.2017 by 1200 Hrs**. The bidders or their authorized representatives are at their liberty to attend the proceedings of opening of the tender at **1400 hours** on the same day i.e. **07.3.2017** in the office of DCP/Traffic-HQ, 1st floor, Traffic HQ, 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 problem 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.
10. 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.
11. 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 and after deposition of Performance Security by the successful bidder. 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 final bid validity period.

12. The firm whose rates are accepted will have to deposit **10% of total cost of the items to be supplied during the contractual period** 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. The performance Security Deposit shall bear no interest. The Performance Security Deposit shall be valid for a period of **Eighteen months**.
13. Any agency, which has exemption for Bid Security Deposits with tender being registered with DGS&D/NSIC or MSME firm, shall furnish documentary proof in this regard, indicating clearly that they are exempted for the specific items of the tender (i.e. Cartridge/Tonner of specific make and models of Computer Printers).
14. 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.
15. The bidder shall indicate their rates in Appendix-I (inclusive of all taxes) 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.
16. The Purchase Committee reserves the right to purchase the whole material or in part as per requirement of Delhi Traffic Police.
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. 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 debarring 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.
21. **The successful bidder shall have to supply the genuine cartridges/tonner on the same day as and when the requirement is made with the firm either in verbal or written. The supply of cartridges/tonners on each time will be made to I/C Stationery Store, Traffic HQ, Dev Prakash Shastri Marg, Todapur, New Delhi for making proper inventory. Only genuine cartridges/tonner of the manufacturing firm manufactured for the respective computer printer should have to be supplied and if the same is**

**found sub-standard 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 both shall be imposed with the approval of the competent authority.**

22. In the tender, participating MSME quoting price within price band of L1+15% shall be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSME and such MSME shall be allowed to supply upto 20% of total tendered value.
23. The payment of the supplied cartridges/tonners will be made to the firm on quarterly basis after submission of proper receipts of the supplied stores and no interest on delayed payment will be considered at any stage.
24. The successful tenderer shall have to provide the genuine cartridges/ tonners for the respective computer printers. In case the agency does not provide genuine cartridge/tonner, the department is at the liberty to terminate the contract at any time during the period of contract after giving prior notice of 15 days. This may also lead to legal action including forfeiture of performance security as well as blacklisting of the agency. Besides, payments of all the pending bills may also be withheld and no payments of such bills will be paid to the firm. **An undertaking to the effect that genuine cartridges/tonners shall be provided by the contractual agency be also furnished with the Technical Bid.**
25. The annual contract for purchase of Cartridges/tonners made with the successful bidders, if expired, the firm will continue to provide the genuine Cartridges/tonner to Traffic Unit till fresh tender/agreement is finalized. However for this purpose approval of the competent authority will be obtained for further extension of the existing contract and the same will be conveyed to the contractual firm.
26. 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.
27. The firm whose rate is accepted will have to deposit Non-Judicial Stamp Paper worth Rs.100/- within a week time for making a written agreement with the firm for supply of Cartridges/tonners as per the approved rate during the contractual period of one year on as and when requirement basis
28. **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.

29. In case violation of any terms & conditions, the firms 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.
30. 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.
31. All procedure for the purchase of stores laid down in GFRs and DFPRs shall be adhered to strictly by the undersigned and bidders are bound to abide by the same.
32. 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.
33. 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.
34. All the bidders shall submit a certificate to the effect that no Partner/Director/family members have participated in the present tender in the name of some other entity.
35. The bidders may see the samples of the cartridges in Stationery Store, Traffic Headquarters, Dev Prakash Shastri Marg, behind Pusa, Todapur, New Delhi.
36. The bidder 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/price bids.
37. The competent authority reserves the right to call off/cancel the tender at any stage on administrative ground.
38. In case any dispute or difference arising between the company/firm and the Department relating to any matter connected with this contract, the same shall be settled through amicable negotiations between a maximum to two(2) officers nominated by the competent authority of Delhi Police and two(2) employees nominated by the contractor, failing which the dispute shall be submitted to arbitration in Conciliation Act, and the arbitration in accordance with the provisions of the arbitration and Conciliation Act, and the arbitrator's decision shall be final and binding. All disputes are subject to the jurisdiction of the courts in the NCT of Delhi.

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

## PRICE SCHEDULE

(TO BE ATTACHED WITH COMMERCIAL BID)

(Obtaining rates for Award of Annual Contract for Purchase of different types of Cartridges/tonners for different make and models of computer printers for use in the offices and circles of the Delhi Police (Traffic Unit)) on as and when requirement basis.

Sl. No.	Description of Item	Rate per unit (inclusive of all taxes)
1.	Samsung Cartridge No.1043S (1866)	
2.	Samsung Cartridge No.ML108 (1640)	
3.	Samsung Cartridge No.NL-101 (2161)	
4.	HP Cartridge No.2612A	
5.	HP LaserJet 1536 (MFP) Cartridge 78-A	
6.	HP LaserJet Cartridge 36-A	
7.	HP LaserJet Cartridge 88-A	
8.	HP InkJet Cartridge 802 (Black)	
9.	HP Ink Jet Cartridge 802 (Tri-Color)	

Name Signature of Bidder with Seal

Date

## (TO BE ATTACHED WITH TECHNICAL BID)

(Purchase of different types of Cartridges for use in the offices and traffic circles of the Delhi Traffic Police)

Sl. No.	Description	Answer	Page No.
1.	Has the bidder registered with Sales Tax/VAT Department and documentary proof to this effect attached?	Yes/No	
2.	Has the bidder attached the documentary proof of current Tax Clearance/Assessment certificate/latest return filed/copies of challans indicating deposition of tax/VAT with the concerned department?	Yes/No	
3.	Has the bidder attached the documentary evidence for registered as manufacturer for tendered items (cartridges/tonners) or authorized distributor/dealer of a manufacture for tendered items (cartridges/tonners)?	Yes/No	
4.	Has the bidder deposited earnest money Rs.25,000/- in the form of Bank Draft of any Commercial Bank in favour of DCP/Traffic (HQ)?	Yes/No	
5.	Has the bidder deposited non-refundable tender fee for Rs.500/- in the form of A/C payee Bank Draft of any Commercial Bank in favour of DCP/Traffic (HQ), New Delhi?	Yes/No	
6.	Has the bidder agreed for validity for rates for 6 months from the date of opening of tender? Has an undertaking been attached in this regard?	Yes/No	
7.	Has the bidder attached the documentary proof of having exemption for Earnest money, in-case of the agency exempted being registered with DGS&D/NSIC or MSME?	Yes/No	
8.	Has the bidder 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	
9.	Has the bidder 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	

Signature of the Bidder With Seal

Date