

Tender No.408 /CSA(Q-II) /DCP-P&L dated 11/10/2017

TERMS & CONDITIONS

Online e-tender are invited in two bid systems i.e. (i) Technical Bid and (ii) Financial Bid, by the undersigned from the **Authorized Arms & Ammunitions Dealers only** for the repairing of following weapons of Delhi Police on the following terms & Conditions through Central Public Procurement Portal website i.e. <https://eprocure.gov.in/eprocure/app> by **1100 Hrs.** on **02.11.2017**. **Offline tenders shall not be accepted and no request will be entertained on any ground/reason.**

Sl. No.	Name of Weapon to be repaired	Qty.
1.	Air Rifle (Make Anschot2)	02 Nos.
2.	Air Pistol (make Steyer)	04 Nos.
3.	Free Rifle (make Anschot2)	01 No.
4.	Free Pistol (make Anschot2)	01 No.
5.	.22 Pistol (Two in one) make Walther	02 Nos.
6.	Hand pump compressed Air Complete service O ring	02 Nos.

Instructions for submitting online e-tender are enclosed at **Annexure-A**. Bidders are advised to inspect the weapons carefully which required to be repaired as well as following terms & conditions, then quoted their rates :-

1. Online technical bids will be opened on **03.11.2017** at **1100 Hrs.** in the Committee Room at 5, Rajpur Road, Delhi. The bidders or their authorized representative may remain present, if so desire.
2. The last date & time for submission of on-line e-tender is **02.11.2017** upto **1100 Hrs.** **Offline tenders shall not be accepted and no request will be entertained on any ground/reason.**
3. **Only arms & ammunitions authorized dealers, who have authorized/registered with Licensing Branch, Delhi Police or any other govt. department are eligible to participate in the tender.** All the company/firms participating in the tender should submit the self attested and scanned copy of authorization certificate.
4. Only authorized representative of bidding firm will be allowed to attend the meeting of the Purchase Committee. He/She should also bring authority letter on company/firms letter head and any decision/negotiation taken by him/her would be accepted by company/firm.
5. Tendering firm must be registered with the Service Tax as well as Sales Tax/GST department and a legible scanned copy of registration certificates must be uploaded as a documentary proof.
6. The firm shall also upload a legible scanned copy of documentary proof of deposit of Service Tax and Sales Tax/VAT receipt upto 31.3.2017 or thereafter.
7. Submission/uploading of unwarranted/irrelevant/out of context documents online with the bid with an intension of disturb/misuse online procurement system will be taken seriously and stringent action against such bidders besides action for rejection of bid and blacklisting of firm initiated.

8. The financial bids of only technically qualified company/firms will be opened only after scrutiny of technical bid.
9. The rates are to be quoted by the bidders inclusive of all taxes, levies, charges etc. in Indian currency and payment shall also be made to successful bidder (s) in Indian currency.
10. Bidder must quote their rates per weapon (inclusive of all taxes and charges) for comprehensive service/repair including all kind of repair/replacement of the good/parts/material etc.
11. The participating firm should have past experience for similar work. The firm will submit the self attested & scanned copy of proof of experience with the technical bid.
12. The bid shall remain valid for six calendar months (180 days) from the date of opening of the tender.
13. **The weapons, required to be repaired can examine/inspect at Shooting Team Kot, in front of "Yuva Building" 2nd Bn. DAP, New Police Lines, Kingsway Camp between 10.00 A.M. to 5.00 P.M. on any working day before the closing of Tender.**
14. In case of any lapse/default in honouring the terms and conditions of the tender, the earnest/security money is liable to be forfeited and necessary action will also be taken against the firm like blacklisting.
15. Any instance of sub-standard repair/replacement of parts of these weapons by the contractual firm may lead to the cancellation of the tender and Security Money of the said firm will be forfeited.
16. The old parts will be the property of Delhi Police after replacement with the new parts.
17. No advance payment will be made and no request for the increase in the rates will be entertained after finalization of tender.
18. The scanned copy of an undertaking duly signed & stamped by the authorized signatory as a token of acceptance of all the terms & conditions of the tender documents by the bidder shall be attached along with the tender as per enclosed **Annexure-X**.
19. **The tendering companies/firms should have their workshop to carryout the repair work.**
20. The person signing the tender documents should be authorized for signing the tender documents and his signature should be attested by owner/partner/director of the tendering company/firm. A self attested and stamped scanned copy of certificate in this regard, duly issued by the Director/owner/partner, must be attached alongwith tender documents.
21. The Purchase Committee or Purchaser, in order to satisfy itself can order an on the spot enquiry to verify the soundness, capability, viability and any other information given by the tendering company/firms. The documents submitted by the bidders can be verified from the concerned authorities.
22. The scanned copy of account payee demand Draft of **Rs.500/-** as tender fee in favour of "Deputy Commissioner of Police, Prov. & Logistics, 5-Rajpur Road, Delhi", be attached with the technical bid. The application fee is non refundable. The original DD of the same as application fee shall be submitted by the bidder at the time of opening of tender. No tender will be accepted without tender fee and shall be rejected straightway.

23. The scanned copy Earnest Money Deposit (EMD) of **Rs.10,000/-** shall be deposited by the bidders with the Technical bid, which can be submitted in the form of Account Payee Demand Draft, FDR, Banker's Cheque or Bank Guarantee from any Commercial Bank in an acceptable form in favour of "Deputy Commissioner of Prov. & Logistics, Delhi". EMD deposited with the tender shall bear no interest. The EMD should be valid for a period of forty five days beyond the date of the bid validity (6 months plus 45 days). Earnest money shall be refunded to the unsuccessful bidders, after finalization of tender and award of work, to the successful bidder(s). The same original EMD shall be submitted by the bidder at the time of opening of tender. No tender will be accepted without EMD and shall be rejected straightway.
24. The company/firms registered with NSIC/DGS&D/MSEs/MSME for the particular work/service are exempted from depositing of EMD. The participating firm, who are exempted for depositing the EMD, shall submit self attested and stamped scanned copy of valid documents in support of exemption with the Technical bid.
25. The firm shall have to upload the scanned copy of Demand draft/pay order/Banker Cheque of Application Fee as well as EMD before opening of tender.
26. All the company/firms participating in the tender must attach a scanned copy of list of their Directors/Owners/Partners/Proprietor etc. on the letter head of firm duly self attested and stamped with the technical bid.
27. All the company/firms participating in the tender must attach scanned copy of a certificate duly self attested and stamped to the effect that the company/firm is neither blacklisted by any Govt. Deptt. nor any criminal case is registered/pending against the company/firm or its director/owner/ partner anywhere in India. The company/firm who is blacklisted by any Govt./Semi Govt. Deptt. or any criminal case is registered/pending against the company/firm or its Director/Owner/Partner/Proprietor anywhere in India is/are not eligible to participate in this tender.
28. The tender will be rejected straight way without assigning any reason, if the Proprietor, Partner(s), Director(s) or the firm/company found involved in any criminal case at any stage, declared blacklisted by any Govt./Semi Govt. department etc.
29. After evaluation of technical bid(s) of all the tendering company/firms. The Financial Bids of only those company/firms shall be opened, who have declared qualified on the basis of documents.
30. The tendering company/firms shall clearly mention the Guarantee/Warranty of the repaired weapon, which shall not be less than one year from the date of completion of work.
31. The company/firm whose rates are accepted shall have to deposit **10% of the total cost of the item as Performance Security (Security Money)** within 10 days from the date of issue of demand letter irrespective of registration status of the firm, in the shape of an Account Payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee from a Commercial Bank in an acceptable form in favour of Deputy Commissioner of Police, Provisioning & Logistics, 5, Rajpur Road, Delhi – 110054 before the supply order is placed to the company/firm. The Performance Security (Security Money) shall bear no interest. The Performance Security should be valid for 60 days beyond the completion of all contractual obligations by the supplier including the warranty/guarantee period.
32. In case the successful bidder fails to deposit the performance security within 10 days from the date of receipt of letter, the EMD of the firm will be forfeited in favour of department and action will be initiated to blacklist the firm.

33. The Purchase Committee will have discretion to award the contract to more than one company/firm, if their L-1 rates are found the same.
34. The repairing work will be completed within 15 days from the date of receipt of confirmed supply order.
35. The department reserves the right to cancel the supply order thereof in case of failure of the company/firm to carry out the repair as per time schedule prescribed in Clause No. 34.
36. In case of cancellation of the supply order as at Clause 35 above, the weapons could get repair from open market and the difference of cost, if any, will be recovered from the pending bill/Performance Security of the company/firm, besides forfeiture of the entire Performance Security and other punitive action like blacklisting of the company/firm will be taken.
37. The work will be completed as per schedule prescribed in Clause No. 34, failing which liquidated damage charges will be claimed @ 0.5% of total cost of delayed quantity per week, which may be maximum upto the limit of 10% of delayed quantity cost. Besides, action can be taken to blacklist the company/firm and forfeiture of its Performance Security
38. Force Majeure: The Contractor shall not be liable for forfeiture of its 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.
39. The Competent Authority reserves the right to reject/cancel any tender or all tenders without assigning any reason thereof either on the recommendation of the Purchase Committee/Purchaser or by the competent authority at his own if it is in favour of the Exchequer due to any ground/reason what-so-ever it may be.
40. The payment will be made on receipt of "**End User Certificate**" from the user Unit. No advance payment will be made. No claim for interest, if the payment is delayed, will be entertained.
41. The payment will be made depending upon the availability/release of funds by the Govt. under appropriate head of accounts and the bidders shall have no claim of interest in case the payment is delayed, due to this or any administrative reasons.
42. The Competent Authority reserves the right to relax any terms and conditions in the Govt. interest on the recommendation of the Purchase Committee/Purchaser during the tender process.
43. In case of any differences arises between company/firm and department, the company/firm can be called for negotiation on table to patch-up the matter amicably prior to approaching court.
44. All procedure for the purchase of store laid down in GFRs and DFPRs shall be adhered-to strictly and the bidders are bound to respect the same.
45. In case any adverse report/information/complaint etc. before/after the opening of tender against the bidder(s) about any ring formation/pooling of tender, deceitful act, concealment of fact etc. is received/noticed, the EMD/Security Deposit of the firm(s) will be forfeited and the firm(s) will be blacklisted, besides strict legal action as per law will be taken separately.

46. **Conditional tender will not be accepted.**
47. All disputes are subject to the jurisdiction of the Courts in the N.C.T. of Delhi.
48. In case, the bidder(s) violate/breach any of the terms & conditions of the tender or contract/supply order, an explanation of the company/firm can be called by issuing Show Cause Notice. If the reply of Show Cause Notice is not found satisfactory, strict legal action as per law will be taken, besides forfeiture of EMD/Security Deposit and blacklisting of firm.
49. The Financial Bid shall be filled online as per proforma available at Central Public Procurement portal e-tender system website <https://eprocure.gov.in/eprocure/app>. The offline financial bid shall not be accepted.
50. The participating firms/companies are requested to upload self attested/scanned legible documentary proof of the following documents with their technical bid :-
- a) Application Fee as prescribed.
 - b) Earnest Money as prescribed.
 - c) Service Tax registration certificate
 - d) Sales Tax/VAT/GST registration certificate
 - e) Latest service tax deposit receipt/challan
 - f) Latest Sales/Tax/VAT deposit receipt/challan
 - g) Copy of authorization certificate issued from Addl. CP/Licensing or any other govt. department for the said work.
 - h) A list of their owner/partner with complete address.
 - i) 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/partner anywhere in India.
 - j) Tender acceptance letter.
 - k) Documents relating to past performance in this field.
 - l) Certificate of Guarantee/Warranty for a period of 01 year.

SD/-
DY. COMMISSIONER OF POLICE
PROV. & LOGISTICS: DELHI

SIGN. OF BIDDER: _____

NAME IN BLOCK LETTER _____

FULL ADDRESS _____

FINANCIAL BID

Name of Weapon to be repaired	Quantity	Comprehensive Rate Per Weapon for service/repair including all kind of repair/replacement of the good/parts/material etc. in Rupees (inclusive of all taxes)	Extended Price in Rupees (inclusive of all taxes)
Air Rifle (Make Anschot2)	02 Nos.		
Air Pistol (Make Steyer)	04 Nos.		
Free Rifle (Make Anschot 2)	01 No.		
Free Pistol (Make Anschot2)	01 No.		
.22 Pistol (Two in one) make Walther	02 Nos.		
Hand Pump Compressed Air Complete service 0 Ring	02 Nos.		

Signature of Bidder
With stamp

Date _____

TENDER ACCEPTANCE LETTER
(To be given on Company/firm Letter Head)

Date:

To
The Deputy Commissioner of Police,
Prov. & Logistics,
5-Rajpur Road, Delhi-110054.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - Repairing of small bore imported weapons of Delhi Police.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

INSTRUCTIONS FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click **here to Enroll**" on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) A standard Price Schedule format (BOQ) has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price Schedule file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Schedule file is found to be modified by the bidder, the bid will be rejected.
- 6) The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.