

**OFFICE OF THE DY. COMMISSIONER OF POLICE: PROV. & LOGISTICS:
5, RAJPUR ROAD, DELHI-110054**

NOTICE INVITING TENDER

Tender No. 503/CSA (Q-III)/P&L/ 2019

Digitally signed online e-tenders in two bid system i.e. technical bid and financial bid are invited by the undersigned from the reputed firms dealing in the trade for award of annual contract for service/repair/maintenance of Fax Machines (Simple) of all makes/models (except Toshiba) of Delhi Police for a period of 02 years. Last date for submission of tender is **04/02/2019** upto **1200 Hrs**, which will be opened on **05/02/2019** at **1200 Hrs** at Committee Hall, DCP/P&L Office Complex, 5, Rajpur Road, Delhi. In case the due date is declared holiday, the tenders will be opened on the next working day at the same time. For more information please log on Central Public Procurement Portal (CPPP): <https://eprocure.gov.in/eprocure/app>. or on official website of Delhi Police i.e. www.delhipolice.nic.in.

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DY. COMMISSIONER OF POLICE
PROV. & LOGISTICS: DELHI.

TERMS AND CONDITIONS

Online e-tenders are invited by the undersigned from the reputed firms dealing in the trade for award of annual contract for service/repair/maintenance of Fax Machines (Simple) of all makes/models (except Toshiba) of Delhi Police for a period of 02 years: -

Instructions for submitting online e-tender is enclosed at **Annexure-B**. Bidders are advised to quote their rate/price after careful study of the following terms and conditions:-

1. The tender document can be downloaded from Central Public Procurement Portal website <https://eprocure.gov.in/eprocure/app> or from the official website of Delhi Police i.e. www.delhipolice.nic.in . Bid submission will be closed on **04/02/2019** at **1200 Hrs.**
2. Online technical bids will be opened on **05/02/2019** at **1200 Hrs.** in the Committee Room, at 5, Rajpur Road, Delhi. The bidders or their authorized representatives may remain present, if so desire.
3. 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/firm's letter head and any decision/negotiation taken by him/her would be accepted by company/firm.
4. Not more than one representative shall be allowed to attend the meeting of the Purchase Committee on behalf of one tendering company/firm. The representative, who is deputed to attend the meeting, should be Director or Partner or Owner or an employee of the company possessing an authority letter, whose specimen signatures should be attested by the company/firm's authorized signatory with seal.
5. As per instructions of the Govt., the tender document has been published on the Central Public Procurement Portal: <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 before the stipulated date & time.
6. The legible scanned copy of application fee of **Rs.500/- (Rupees Five Hundred only)** in the form of Account Payee Demand Draft/Pay Order/Banker's Cheque drawn in favour of Dy. Commissioner of Police (Prov. & Logistics), 5, Rajpur Road, Delhi-110054 shall be uploaded in the prescribed column alongwith the Technical Bid of Tender. **The application fee is non-refundable.** The original DD/Pay Order/Bankers Cheque i.e. Application Fee shall be submitted by the bidder either before or at the time of tender opening.
7. The legible scanned copy of Earnest Money Deposit (EMD) of **Rs.40,000/- (Rupees Fourty Thousand Only)** shall be uploaded in the prescribed column alongwith the Technical Bid of Tender. The E.M.D. shall be in the shape of A/C Payee Demand Draft in favour of Dy. Commissioner of Police, Prov. & Logistics, 5, Rajpur Road, Delhi payable at Delhi. The EMD can also be submitted either in the shape of FDR, Banker's cheque or Bank Guarantee. No tender will be accepted without requisite E.M.D. No interest will be given on E.M.D. The EMD should be valid for Forty Five days beyond bid validity. The original DD/Bankers Cheque/FDR/BG i.e. EMD shall be submitted by the bidder either before or at the time of opening of Technical bid of Tender.
8. In case the firm fails to submit the Original Demand Draft / Pay Order / Banker's Cheque of Application Fee as well as EMD before opening of tender, the tender shall be rejected straightway

9. In case the firm fails to upload the scanned copy of Demand Draft / Pay Order / Banker's Cheque/Bank Guarantee in respect of application fee as well as EMD online, the tender shall be rejected straightway
10. Firms registered with NSIC/MSME/Startups for the particular item/service for which the tender is invited are exempted from the EMD as well as Application Fee. They have to upload the scanned copy of valid registration document/exemption certificate with the technical bid showing their registration for the said item for such claim
11. Only GST registered firms are eligible to bid for the Tender. The firm shall quote their GST Registration no. in Technical bid and also upload legible scanned documentary proof of having registered with GST Deptt. for such services/trade. They shall also upload documentary proof of latest deposit of GST for such services/trade.
12. **Conditional tender will not be accepted**
13. The price must be quoted as per performa price schedule at **Annexure- A**. Nothing over and above the quoted price would be payable to the successful bidder.
14. Tenderer must quote their rates as lump-sum on per machine per annum basis (excluding of all taxes) for service/repair/maintenance of all makes/models (working/non-working) with parts and without consumables i.e. Scanner, Machine head and cartridge as well as replacement of the good quality/genuine parts/material and body repair per Fax Machine (Simple).
15. Any new government levies/taxes imposed or increased in taxes after the contract date shall be paid as per actual against submission of documentary evidence and in case of decrease thereof, the same shall be adjusted by the contractor as per revised slabs. In case, the tax rate are reduced after release of payment, the same shall be adjusted against future bills or firm the performance security of the contractor.
16. The tendering/contractual firm will also be bound to service periodical oiling and cleaning etc. in respect of these Machines apart from any repair from time to time on receipt of complaints from Distts./Units of Delhi Police during the period of contract.
17. The firm(s) whose tender is accepted will have to deposit Performance Security @ 10% of total contractual amount in the shape of FDR/Bank Guarantee/Demand Draft in favour of DCP/P&L, Delhi within 14 days from the acceptance of the tender or on receipt of information/demand, failing which the Earnest Money will be forfeited and the contract will be cancelled. The Security Money shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations.
18. The firm(s) whose tender is accepted will have to deposit a Stamp Paper worth Rs.100/- alongwith security money deposit for signing the agreement for the purpose.
19. In case successful bidder fails to deposit the Security Money within 14 days from the date of receipt of demand letter, the E.M.D. of the firm will be forfeited in favour of department and action will be initiated to blacklist the firm.
20. The legible scanned copy of properly filled "Tender Acceptance Letter" Annexure-C duly signed and stamped by the bidder should be uploaded with the technical bid.

21. The Bid shall remain valid for six calendar months from the date of opening of the tender.
22. The tendering firm will deposit the papers of the Past Performance for the above said job, if any.
23. The tendering firms shall submit the list of qualified engineers as well as infrastructure for the service/repair/maintenance of Fax Machines (Simple) of all make/model (except Toshiba) of Delhi Police.
24. The contract will not be applicable on Fax Machines, which are covered under warranty period. However, after completion of the warranty period the machines will automatically come under the AMC. The concerned Distt./Units of Delhi Police will decide the numbers of Fax Machines (Simple) for the service/repair/maintenance.
25. **Penalty Clause -**

A) Penalty amount per call per equipment/problem per hour of delay	
i) By not attending & responding the call within 24 Hrs.	Rs. 25/- per day
ii) By not rectifying the problem and even not providing the standby equipment within 48 hours	Rs. 50/- per day beyond 48 th hrs of lodging of complaint
iii) By not rectifying the problem and even not providing the standby equipment within 7 days or beyond	Rs. 100/- for each day beyond Seventh day of lodging of complaint
iv) Standby arrangement is allowed only for 10 days, for further delay without any valid/genuine reason beyond 10 days by which the equipment is to be returned, the firm will be penalized @ RS. 200/- PER DAY PER EQUIPMENT besides the repair could be got done through open market at the risk and cost of the contractual firm. Action for forfeiture of security money / pending bills / legal action / black listing of the contractual firm can be taken.	
b) On not doing preventive maintenance of Fax Machine per equipment/per quarter	Rs. 100/- per week
c) On refusing or not taking over under AMC after expiry of warranty of a working condition equipment	Rs.50/- per day per equipment or actual cost of repair (if any), whichever is higher

26. In case any Fax Machine is required to be taken to workshop for repair, the contractual firm will have to collect the same from the concerned Distt/Units of Delhi Police and return to them after repair at his own expenses within 3 days. If the repair of such machine require time/period beyond 03 days. If the repair of such machine require more time,. The contractual firm shall provide the standby machine in working order till the defected machine is repaired and returned.
27. The firm(s) whose rates will be accepted shall have to maintain a complaint/call register for all the complaints lodged by users showing detail status of complaint received and attended to the satisfaction of user. The same shall be submitted with the bills for drawing payment.
28. The contractual firm will be bound for repairs of Fax Machines within reasonable time (maximum one day) after receipt of information/complaint from Distts/Units of Delhi Police failing which the Fax Machine will be got repaired from other sources/firms and amount spent thereof will be recovered from the contractual firm, besides levying of penalty by user as per clause 25 above.

29. 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 black listing.
30. Any instance of sub-standard repair/replacement of parts of Fax Machines having multiple facilities like Copier, Printer, Scanner & Fax etc. by the contractual firm may lead to the cancellation of the contract, action for blacklisting of firm and Security Money of the said contractual firm will be forfeited.
31. The old parts will be the property of Delhi Police after replacement with the new parts.
32. No advance payment will be made and no request for increase in the rates will be entertained during the period of contract.
33. The firm whose tender will be accepted shall not be entitled to refund of Security Money unless the terms and conditions of the contract have been fully carried out upto the satisfaction of the owner.
34. The bills for repair etc. of Fax Machine having multiple facilities like Copier, Printer, Scanner & Fax etc. of all makes/models will be submitted by the contractual firm direct to the concerned Distt./Units of Delhi Police, on quarterly basis, for payment by verifying the satisfactory service by the contractual firm as per terms and condition of the tender/agreement.
35. The period of AMC can be extended on the same rates and terms and conditions beyond expiry date, till award of fresh contract with the approval of competent authority. All the bidders participating in the tender must submit/upload an undertaking that they will be ready to continue the services on the approved tender rates beyond expiry date, till award of fresh contract.
36. The payment will be made depending upon the availability/release of funds by the Govt. and the agencies/contractors shall have no claim in case of delayed payment and no interest will be paid for the delay.
37. Any lapse in the performance of contract or the part of contract will make him liable for the termination of contract without assigning any reason and forfeiture of Security Money and the remaining work will be got carried out by any other firm/agency/contractor and the payment to that firm/agency/contractor will be made from the security money deposited by the contractual firm, besides initiation of action for blacklisting of firm.
38. All the firms participating in the Tender must submit a list of their owners/partners, etc. along with their contact telephone Nos. and a Certificate to the effect that the firm is not blacklisted by any Govt. Department nor any Criminal Case is registered against the firm or its owner or partners anywhere in India.
39. Bidders should not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
40. The Purchase Committee reserves the rights to reject any tenders or negotiate with L-1 Firm.
41. The Purchase Committee reserves the right to award the contract to one or more firms.

42. In case of breach of any terms and conditions of the contract, the Explanation of the firm can be called by issuing Show Cause Notice. In case of non satisfactory reply, action like forfeiting of Security Money or blacklisting the firm can be taken
43. The Purchase Committee, in order to satisfy itself can order a spot enquiry to verify soundness, capability and viability and to check the workshop of the firms.
44. The Purchase Committee also reserves the right to relax any terms and condition in the Govt. interest with the approval of competent authority.
45. The Competent Authority reserves the right to scrap/call off the tender at any stage on administrative reasons.
46. A copy of the terms and conditions duly signed by the tenderer in token of having understood and agreed to the same should be attached along with the tender.
47. All disputes are subject to the jurisdiction of courts in the National Capital Territory of Delhi.
48. The participating firms/companies are requested to upload self attested/scanned legible documentary proof of the following documents with their technical bids:-
 - a) Application Fee as prescribed.
 - b) EMD as prescribed.
 - c) Certificate regarding registration with NSIC/MSME/Startups if claim for Application Fee, EMD exemption.
 - d) GST registration certificate.
 - e) Latest GST deposit receipt/challan.
 - f) List of qualified engineers.
 - g) A list of their owners/ partners etc.
 - h) 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.
 - i) Tender Acceptance Letter (Annexure – C).
 - j) Undertaking for continuation of service beyond expiry of contract on same rates & terms & conditions till finalization of new contract.
 - k) Documents relating to past performance, if any.

THE SELF ATTESTED & STAMPED SCANNED COPIES OF FOLLOWING DOCUMENTS REQUIRED TO BE UPLOADED WITH PRICE BID:-

PRICE BID shall contain price only and no other documents shall be uploaded with the Price bid.

Details of Rates quoted by the tenderer shall be submitted as per **Annexure - A** format in clear terms, both in words as well as in figures. The rates must be inclusive of all taxes and charges. The cutting & over-writing in the price bid is not valid. The option in the rates will not be entertained.

49. All firms participating in the tender must upload a list of their owners/partners etc. and a certificate to the effect that the firm is neither blacklisted by any government department/agency nor any criminal case is registered against the firm or its owners/partners anywhere in India.
50. The tender will be rejected straightway without assigning any reasons if the firm founds to be involved in any criminal cases, declared black listed by any Govt./Semi govt. department/agencies etc. at any stage of procurement process of the tender.

51. In case of any differences, the firm can be called for negotiation to patch up the differences on table prior to approaching court.
52. In case of violation of any clause of work order/contract/agreement deed, the explanation of the firm can be called by issuing Show Cause Notice. In case the reply is not found satisfactory action for forfeiture of Security money, blacklisting of firm can also be taken prior to initiating any legal action.
53. Foreign Companies shall participate in the tender, only through their Distributors/Agent in India. No foreign company shall be entertained directly.
54. All the procedure for purchase of store laid down in GFRs & DPFRs shall be adhered to strictly and the bidders are to be bound to respect the same.

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PROV. & LOGISTICS: DELHI

SIGN OF TENDERER- _____
NAME IN BLOCK LETTERS _____
FULL ADDRESS: _____

PROFORMA FOR PRICE BID

Sl.No.	Description	Rate offered per Fax Machine per annum (In Indian Rs.)	GST as applicable (In Indian Rs.)	Extended rate per Fax Machine per Annum (In Indian Rs.)
1.	RATES OFFERED FOR SERVICE/REPAIR/MAINTENANCE AND ALL KINDS OF REPAIR/REPLACEMENT OF THE GOOD QUALITY/GENUINE PARTS/MATERIAL AND BODY REPAIR PER FAX MACHINE OF ALL MAKES/MODELS (WORKING/NON-WORKING) EXCEPT TOSHIBA WITH PARTS AND WITHOUT CONSUMABLES I.E. SCANNER, MACHINE HEAD AND CARTRIDGE.			

NOTE:-1. NO CONDITIONS SHOULD BE INSERTED IN THE PRICE BID AS CLARIFIED IN THE TERMS & CONDITIONS.

It is hereby certified that we have understood all the terms and conditions specified in the tender document and are thoroughly aware of the nature of job required to be done and goods/items/services to be supplied/provided. We agree to abide by all the tender terms and conditions.

We hereby offer to carry out the work as detailed above or such portion(s) thereof as you specify in the notification of award.

A Standard EXCEL Sheet of Price Schedule format 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 EXCEL Sheet of 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 Standard EXCEL Sheet of Price Schedule format file is found to be modified by the bidder, the bid will be rejected.

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

- i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal: <https://eprocure.gov.in/eprocure/app> by clicking on the link "Click **here to Enroll**" on the CPP Portal which is free of charge.
- ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii) 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.
- iv) 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.
- v) 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.
- vi) 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

- i) 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.
- ii) 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.
- iii) 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

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii) 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 take note of 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.
- iii) 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.

- iv) 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

- i) 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.
- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. 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.
- v) A standard Price Schedule provided with tender document (excel sheet) format 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 provided with tender document (excel sheet) file, open it and complete the while 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 provided with tender document (excel sheet) file is found to be modified by the bidder, the bid will be rejected.
- vi) 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.
- vii) 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.
- viii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix) 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.
- x) 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

- i) 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.
- ii) 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.

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)
(Enclose with Technical Bid)

Date: _____

To,

The Deputy Commissioner of Police,
Prov. & Logistics, 5, Rajpur Road,
Delhi-110 054

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

TENDER FOR AWARD OF COMPREHENSIVE ANNUAL CONTRACT FOR SERVICE/REPAIR/MAINTENANCE OF FAX MACHINES (SIMPLE) OF ALL MAKE/MODELS (EXCEPT TOSHIBA) OF DELHI POLICE FOR A PERIOD OF 02 YEARS.

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/ organization 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)