

DELHI POLLUTION CONTROL COMMITTEE

Department of Environment, Govt. of NCT of Delhi

4th - 6TH FLOOR: ISBT BUILDING: KASHMERE GATE: DELHI-6

F.No.DPCC/12(3)34/Lab/2013/1339-1340

Date:- 16-12-2015

E-TENDER NOTICE

- A. As directed by competent authority it is informed that tenders are invited through E-Tender platform (<http://govtprocurement.delhi.gov.in>) from Indian manufacturers / suppliers / Indian agents of Foreign Manufacturers for the supply of following laboratory equipments / instruments as per specification enclosed as **Annexure-A & B**.

S. No.	Name of Laboratory instruments / equipments	Quantity required	Specifications
1	PM 2.5 Sampler	02 Nos	Annexure-A
2	RDS (PM ₁₀)	04 Nos	Annexure-B

B. DETAILS OF TENDER

- a) Last date of submitting of Quotations - 07.01.2016 at 01.00 PM.
b) Opening of Technical / Financial Quotation :- 07.01.2016 at 04.00 PM

C. ELIGIBILITY CRITERIA

Following essential documents shall be attached with technical bids & submit physically failing which tender shall be rejected.

1. The vendor must submit Earnest Money Deposit (EMD) of Rs. 50,000/- (Fifty Thousand only) in the form of Demand Draft drawn in favour of **Delhi Pollution Control Committee** and payable at **Delhi** and will upload scanned copy of the same on E-Tender Website (<http://govtprocurement.delhi.gov.in>) alongwith his quotations.
2. The vendor must have registration certificate of VAT / TIN Number issued by Govt. of Delhi.
3. Copy regarding specifications / technical documentation (printed product brochures and all technical leaflets, etc).
4. Foreign manufacturers cannot participate in the bidding process directly. Only Indian agents who desire to quote directly on behalf of their foreign manufacturers / principals can participate in the bidding process. Such Indian agents should be enlisted with the department of Expenditure, through the Central Purchase Organization i.e. DGS&D, as per compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, Govt. of India. A copy of such enlistment certificate with DGS&D shall be attached with technical quotations. In absence of non-compliance of this provision, the quotations shall not entertained.

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D. TWO BID SYSTEMS TENDER

- a) Technical Tender / Bid
- b) Financial Tender / Bid

1. Sealed Technical Bids comprising of Earnest Money along with all documents & certificates listed under "Eligibility Criteria" should reach in office of Delhi Pollution Control Committee, 4th Floor, ISBT Bldg., Kashmere Gate, Delhi-110006 latest by 01.00 PM on 07.01.2016 and be dropped in quotation box placed at Enquiry Counter, failing which tender shall be rejected. Only sealed Technical bids superscribing "**Technical quotation for RDS & PM Samplers**" will be accepted.

E. GENERAL TERMS AND CONDITIONS

1. The prices quoted should be exclusive of all taxes, statutory levies, insurance and installation charges.
2. The quotations shall be submitted only in Indian rupees. The Indian agent will be legally responsible to ensure the delivery of the goods as per specifications and along with all requisite documents.
3. The approved agency shall ensure that Delivery of goods is made from Delhi and against a sale invoice issued from Delhi. The dealer supplying goods should be registered with the Delhi VAT Department and carry a valid tax identification number issued by it.
4. One years onsite comprehensive warranty covering all parts & labours. This period will start from the date of successful delivery / commissioning of the instrument.
5. The technical bids will be opened individually, and examined for short listing the vendors, and the commercial / financial bids of only those vendors who have qualified technically will be opened and compared.
6. The successful bidder shall have to deposit the performance security of an amount of ten percent (10%) of the actual value of the contract and if any stage, the tender deviates from the terms and conditions of such contract agreement or his performance is found to be unsatisfactory, the contract agreement shall be liable to be terminated without any notice and the performance security shall be forfeited.
7. DPCC at its discretion may extend the last date of submission of bids and opening of bids. The final authority for acceptance of bids will rest with Competent Authority, DPCC who does not bind himself to accept the lowest bids and is vested with the authority to reject and or all the bids received without assigning any reason.
8. The instruments / equipments have to be supplied in standard packaging only to Dr. M. P. George, Scientist-D, at Delhi Pollution Control Committee at 5th Floor, ISBT Bldg., Kashmere Gate, Delhi-110006.
9. Instruments / equipments bearing ISI mark, CE certification & better specifications / features will be given preference and priority.
10. The instruments / equipments may increase or decrease as per discretion of competent authority, DPCC.
11. The vendor must deliver the instrument within 30 – 45 days from the date of placement of orders. If the vendor fails to deliver any or all the equipment for which tenders are invited, the EMD amount may be forfeited.
12. If the equipments / instruments supplied are found defective / unsatisfactory condition / short supply / other than specifications in the purchase orders, the same will have to be replaced at the supplier's risk & cost. No freight & other charges will be paid by DPCC.

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13. The specifications are clearly mentioned as above and the bidder are requested to submit Bid only if their offer strictly comply to above specifications. Please note that no deviation in the required specifications will be permitted. The bidding for instruments having different specification will be on bidder's risk as DPCC will not entertain such bids.
14. Any dispute arising out of this purchase shall be under the jurisdiction of the courts of Delhi.
15. The Competent Authority, DPCC reserves the right to reject any or all the tenders without assigning any reason at any stage.

F. ARBITRATION

Any dispute arising out of this purchase shall be referred for settlement through arbitration proceedings. Arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996. The arbitrator will be appointed by the Lt. Governor, Delhi.

G. FORCE MAJEURE

- (a) Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this agreement, Force majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of seller or its supplier, that prevent seller from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this agreement.
- (b) If a force majeure situation arises, the supplier shall promptly notify the DPCC in writing of such conditions and the cause thereof. Unless otherwise directed by the DPCC in writing, the contract as far as reasonably practical, shall seek all reasonable alternatives means for performance not prevented by the force majeure event. Any of the parties may terminate this contract, by giving a written notice of minimum thirty days to the other party if as a result of force majeure, the other party being unable to perform its obligation as per this contract for a period of more than sixty days.

H. PAYMENT TERMS

1. 100 % payment will be released after receipt of the instrument / equipment in good & satisfactory condition and on installation / commissioning the instrument / equipment along with the related papers (to be certified by the concerned officer i.e. Scientist-D (Lab.) DPCC and on submission of bills in duplicate).
2. No advance payment shall be allowed in any case.
3. The payment shall be issued / released in the name of Indian agent only.

This issue with the approval of competent authority vide UO No. 3909/MS dated 10.12.2015.


(Sharad Kumar)
ADMN. OFFICER

Copy to:-

1. SEE (IT):- with request to upload on DPCC website.
2. Enquiry Counter, DPCC.