

**DELHI POLLUTION CONTROL COMMITTEE**  
**DEPARTMENT OF ENVIRONMENT: GOVT. OF NCT OF DELHI**  
**4<sup>th</sup> - 6<sup>TH</sup> FLOOR: ISBT BUILDING: KASHMERE GATE: DELHI-6**

F.No.DPCC/12(3)10/Lab/2011/03/1356-57

Date:- 17/12/15

**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>) for supply of Glass Microfiber Thimbles – Grade HP-GF, 19x90 (Whatman make- Cat No 2814-199) on Annual Basis Rate Contract in DPCC Laboratory.

**B. DETAILS OF TENDER**

- a) Last date of submitting of Quotations :- 31-12-2015 at 01.00 PM
- b) Opening of Technical / Financial Quotation :- 31-12-2015 at 04.00 PM

**C. ELIGIBILITY CRITERIA**

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

1. The vendor must submit Earnest Money Deposit (EMD) of Rs. 10,000/- (Ten Thousand only) in the form of Demand Draft drawn in favour of **Delhi Pollution Control Committee** and **payable at Delhi** and will also upload scanned copy of the same on E-Tender Website (<http://govtprocurement.delhi.gov.in>) alongwith his quotations.
2. Self attested copy of valid registration certificate of VAT / TIN Number issued by Govt. of NCT of Delhi.
3. Self attested copy of PAN number of the vendors.
4. Authority letter for authorized signatory for tendered documents.

**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 1.00 PM on 31-12-2015 and be dropped in quotation box placed at Enquiry Counter, failing which tender shall be rejected. Only sealed Technical bids superscribing "**Technical quotation for Glass Microfiber Thimbles (Whatman)**" will be accepted.

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**E. GENERAL TERMS AND CONDITIONS**

1. The prices quoted should be exclusive of all taxes, statutory levies and insurance etc.
2. 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.
3. 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.
4. 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.
5. 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 at any stage, the tenderer 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.
6. 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.
7. The Glass Microfiber Thimbles – Grade HP-GF, 19x90 (Whatman make- Cat No 2814-199) have to be supplied in standard packaging only to Dr. M. P. George, Scientist-D, at Delhi Pollution Control Committee at 5<sup>th</sup> Floor, ISBT Bldg., Kashmere Gate, Delhi-110006.
8. The average monthly consumption of the Glass Microfiber Thimbles – Grade HP-GF, 19x90 (Whatman make- Cat No 2814-199) is about four (04) packets which may increase or decrease on the basis of need / requirement at the discretion of competent authority, DPCC.
9. The vendor must deliver the laboratory items within 15 days from the date of placement of orders. If the vendor fails to deliver any or all the laboratory items for which tenders are invited, the EMD / amount may be forfeited.
10. If the laboratory items 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.
11. 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 Glass Microfiber Thimbles having different specification will be on bidder's risk as DPCC will not entertain such bids.
12. Any dispute arising out of this purchase shall be under the jurisdiction of the courts of Delhi.
13. The Competent Authority, DPCC reserves the right to reject any or all the tenders without assigning any reason at any stage.

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**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 laboratory items / Glass Microfiber Thimbles in good & satisfactory condition 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.

  
(Sharad Kumar)  
ADMN. OFFICER

**Copy to:-**

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