

No. DJA/GAD/Tender for Stationery/971/2015/

**DELHI JUDICIAL ACADEMY
(High Court of Delhi)
SECTOR – 14, DWARKA
NEW DELHI - 110078
Ph. No. : 011-28036684, Fax No. : 011-28036683**

Tender Enquiry No -2016_DJA_119361

PART-I

1.1 GENERAL INSTRUCTIONS TO BIDDERS

For and on behalf of the Director, Delhi Judicial Academy, E-tenders, under Two Bid Systems, are invited from reputed suppliers/firms for entering a Rate Contract for a period of 3 months with Delhi Judicial Academy for the supply of Stationery Items as mentioned in **Annexure-'A'**, as per the schedule given herein below:-

- | | | |
|---|----------|---|
| 1. Mode of Tendering | : | Two-Bid System i.e. Technical Bid and Financial Bid |
| 2. Last Date & Time for Submission of Bid | : | 04.01.2017 at 11.00 a.m. |
| 3. Date & Time for Opening of Technical Bid | : | 04.01.2017 at 11.30 a.m. |
| 4. Date and time for submission of sample | : | 04.01.2017 at 03.00 p.m. |
| 5. Date & Time for evaluation of Technical Bid and opening of Financial Bid in the | : | 06.01.2017 at 2.30 p.m. |

Estimated Cost **:** **Rs.7,00,000** /- (Rupees Seven lac only)

Earnest Money Deposit (EMD) **:** **Rs.14,000/-** (Rupees Fourteen Thousand only)

1.2 AVAILABILITY OF TENDER DOCUMENT

The tender document would be available for download on e-procurement site of Govt. of NCT of Delhi (<https://govtprocurement.delhi.gov.in>) and also available on the website of the Delhi Judicial Academy (<http://judicialacademy.nic.in/>).

1.3 METHOD OF SELECTION

As noted above the tenders are being invited in two bid system in addition to it, it may also be noted that considering the items to be purchased, physical examination of items to be purchased would be necessary for determining the suitability of the items, and, therefore, after the evaluation of the Technical Bid, the samples of those Bidders who are found successful in the Technical Bid would be evaluated. Once the items to be purchased are so identified, the price bids would be opened and evaluated item wise. It would therefore, be possible that the contract may be awarded

to not one but different bidders depending upon the price quoted by the bidders for a particular items. For example: if bidder 'A' has quoted the price of item 'x' and 'y' Rs 10/- and 20/- respectively, and the other bidder for the same items has quoted the price of item 'x' as Rs. 9/- and for item 'y' Rs. 21/-. The contract for the supply of the item 'y' would be awarded to 'A' and contract for the supply of item 'x' would be awarded to 'B'.

1.4 METHOD OF SUBMISSION OF SAMPLES

Each sample to be deposited shall have tag or a sticker giving the name of the bidder or the name being mentioned in ink/marker on the sample taking out the item from the original packing, and concealing so far as possible the brand name and also the price mentioned thereon.

1.5 REQUIREMENT OF DEPOSIT OF EMD

A bidder would be required to deposit EMD by due date and time of submitting of tender in a box to be kept with Purchase Department of Delhi Judicial Academy in the form of Bankers Cheque /FDR in favour of "the DDO, Delhi Judicial Academy, New Delhi". The said EMD shall remain valid for a period of 45 days beyond the final validity period of bid (i.e. 90 + 45 = 135 days).

1.6 VALIDITY OF TENDER AND PRICE QUOTED

A bid submitted in response to the invitation to tender shall be valid for 90 days from the date of tender opening of price bid. A bid valid for a shorter period would be liable to be rejected as non responsive.

1.7 SUBMISSION OF UNDERTAKING

Bidder would be required to submit an undertaking on a non-judicial stamp paper of Rs.50/-duly signed, stamped and attested by the Notary Public as per **Annexure 'B'** by the due date and time of submitting the tender by depositing the same in the box to be kept with the Purchase Department of Delhi Judicial Academy with the tender.

1.8 REPRESENTATIVE OF THE BIDDER AT THE TIME OF OPENING OF TENDER

The bidders personally or through their representative shall have a right to remain present at the time of opening of tender technical or financial as the case may be and also at the time of the evaluation of samples.

1.9 DOCUMENTS TO BE SUBMITTED ONLINE

Bidder shall upload the following documents while submitting the tender online:

1. Scanned copy of EMD as demanded in the NIT.
2. Scanned copy of certificate regarding non-depositing of EMD and registration status etc. if exemption is claimed.
3. Scanned copy of certificate showing the status of the firm/ Company on its letterhead (i.e. whether it is company, partnership firm or proprietorship firm)
4. Scanned copy of PAN number.
5. Scanned copy of CST/VAT/TIN registration certificate.
6. Scanned copy of VAT Returns filed during the financial year 2015-16
7. Scanned copy of the undertaking in the form of **'Annexure-B'**
8. Scanned copies of Income Tax Return for the two Financial Years 2014-15 and 2015-16

9. Scanned copy of the Technical Bid Form as per **Annexure-‘C’**.
10. Scanned copy of the acceptance of Terms and Conditions of NIT in the given format as **Annexure-‘D’**.
11. Scanned copies of Purchase Orders (one each of the last two financial years i.e. 2014-15 and 2015-16/ or/ one each for the financial year 2015-16 and current financial year 2016-17) preferably received from Govt. Departments/ PSUs for the supply of stationery articles.

* **All the documents submitted in the bid must be clearly legible and self attested, failing which the bid(s) is likely to be rejected.**

PART II

TECHINCAL BID

2.1 To qualify the Technical Bid, a bidder shall be required to submit the Technical Bid in the form as given in Annexure ‘C’ and comply with the following:

1. To Deposit of Rs. 14,000/- as an EMD in the form of Bankers Cheque/ FDR..
2. To have a valid VAT/Sales Tax Registration with the Trade and Tax Department and having filed VAT returns in the financial year **2015-16**
3. To have Permanent Account Number and having been assessed to income tax for last two Financial years i.e. 2014-15 and 2015-16.
4. To have minimum experience of two years of supply of stationery items preferably to the Govt. Department/ Ministry of Govt. of India/PSU.

PART-III

3.1 PRICE BID

Bidder shall submit the Price Bid in the form as given in **Annexure ‘E’**.

PART-IV

OTHER TERMS AND CONDITONS

4.1 DELIVERY

Once a contract has been entered into with the Successful Bidder, he shall be under the obligation to deliver the items to the stores of the Delhi Judicial Academy at the earliest or in the time as may be allowed.

The successful bidder would be required to hand over guarantee/warrantee of product/item for which the contract has been awarded to it. The successful bidders would be required to submit all the documents in original/attested copies as the case may be which were required to be submitted at the time of submitting the tender.

4.2 FALL CLAUSE

If at any time during the execution of the contract, the Successful Bidder reduces the sales price of such items, as are covered under this tender enquiry, to any organization (including the purchaser of any department of the Govt. of N.C.T of Delhi) at a price lower than this price quoted under this

contract, the bidder/supplier shall supply the said item(s) to the Delhi Judicial Academy on such reduced rates.

4.3 PENALTY CLASUE

If the supplier fails to supply the Stationery Items within the stipulated time, then a penalty @ 0.1% per day, subject to maximum of 10% will be imposed. It would be without prejudice to the right of the Academy to purchase the said item(s) from the open market and recover the excess amount paid for purchase of said item(s) from the Successful Bidder.

4.4 PAYMENT TERMS AND CONDITIONS

- (a) The payment will be made in Indian Rupees through ECS/RTGS after making stock entry of the Items in the General store of the Delhi Judicial Academy and necessary verification of the bill and recoveries, if any, in respect of penalty/damages/losses etc.
- (b) At the time of entering the contract the successful Bidders will be required to furnish the detail of their bank and account no. etc. for making payment of their bills through ECS/RTGS, along with the tender. No payment shall be made in respect of rejected items.

4.5 PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF PLACEMENT OF ORDER AND SPLITTING OF THE QUANTITY

The purchaser reserves the right at the time of placement of order to increase or decrease the quantity of Goods and also reserve the right to split the required quantity to more than one firm.

4.6 PEFORMANCE SECURITY

On or before signing the contract, the successful bidder shall be required to deposit 10% of the total value of contract in the form of Bank Guarantee/Fixed Deposit in favour of "the DDO, Delhi Judicial Academy, New Delhi" as Performance Security Deposit which will be released to the firm after successful/satisfactory completion of the contract.

4.7 REJECTION

In case a bidder is not found to have complied with any of the terms and condition/instruction, shall be liable to be rejected summarily.

4.8 TERMINATION OF CONTRACT / ORDER

The purchaser may, without any prejudice to any other remedy for breach of contract written notice of default, sent to the Supplier terminate the contract / order in whole or in part any time of convenience. Any unexcused delay, by the Supplier in the performance of its delivery obligations shall render the supplier liable to the termination of the contract/ order for default.

4.9 DISPUTES

Any legal dispute arising between the Academy and the tenderer shall be subject to jurisdiction of Courts in Delhi.

Sd/-
Director (Admn.),
Delhi Judicial Academy

Annexure-‘A’

Sl No.	Item Description	Qty.	Unit
1	Adhesive Slip / Postit {Oddy or Equivalent(4x3)}	20	per pcs
2	All Pin S. Steel (Packet of 500 pins/26mm)	2	per pkt
3	Alphabet Register 100 Page	5	per pcs
4	Acquittarice Roll Register 400 Page	1	per pcs
5	Attendance Register (MHA-1, S-37) (100 pgs)	10	per pcs
6	Pay Bill Register (150 Page)	1	per pcs
7	CD Poly bag 1000 pcs (per pkt)	5	per pkt
8	CD Sticker / Lable (150 per pkt)	5	per pkt
9	Cartridge for HP Laser Print Cartridges-CC-388A (Printer Model HP Laser Jet P1007)	70	per pcs
10	Cartridge Q1262AC (Printer Model HP Laser Jet M1319FMFP)	10	per pcs
11	Cartridge HP Laser Printer Cartridges-CB-436A (Printer Model HP Laser Jet P1505)	4	per pcs
12	Cash Book for Government Use 400 Pages	2	per pcs
13	CD R	5000	per pcs
14	DVD (with plastic cover)	200	per pcs
15	Cello Tape (medium ½”x 24 meters)	24	per pcs
16	Cello Tape (medium 2”x 65 meters)	24	per pcs
17	Color Flag (self stick)	75	per pcs
18	Correction Pen (10 ml)	50	per pcs
19	Green Cotton Tag (Ordinary Size) fine quality per bunch of 50 tags	50	per bunch
20	Dispatch Register (400 Page)	8	per pcs

21	Duster (White) Big Size (36"x36")	200	per dzn
22	Duster (Yello) Big Size	150	per dzn
23	Eraser-HB (Apsra / Natraj or Equivalent)	200	per pcs
24	Fevi-stick (15 gm.)	250	per pcs
25	Flip Chart (50 CmX 74 Cm) 50 Page	10	per pcs
26	File board-good quality (25 Cm X 35 Cm)	75	per pcs
27	File cover (printed) (14"x22" with cloth patti in the centre of 1.5 inches, 2" folder patti in right side)	1500	per pcs
28	Hi-lighter (Luxor or Equivalent)	100	per pcs
29	Note Sheet Pad (Green)	200	per pad
30	Paper Cutter (medium size)(citizen)	30	per pcs
31	Pen (Gel) Blue Trimax or Equivalent	100	per pcs
32	Pen (Gel) Black Trimax or Equivalent	50	per pcs
33	Pen (Gel) Red Trimax or Equivalent	30	per pcs
34	Pen (Gel) Green Trimax or Equivalent	30	per pcs
35	Pencil-HB (Nataraj or Equivalent) (1x10)	400	per pcs
36	Pencil Cell (AA size) Eveready or equivalent	100	per pcs
37	Peon book (100 pages) hard bound	5	per pcs
38	Pen drive 8 GB	10	per pcs
39	Photocopy paper (A-4)75 GSM (JK Brand or Equivalent)	500	per ream
40	Plastic Folder Transparent L Shape Plain A4	6000	per pcs
41	Poker-good quality	15	per pcs
42	Punch (Kangaroo or Equivalent) (Single Hole 4.5 mm)	10	per pcs
43	Punch (Kangaroo or Equivalent) (Double Hole 4.5 mm)	5	per pcs
44	Pen Ball (Blue) (Brite Reynolds or Equivalent)	400	per pcs

45	Pen Training (Mega top or Equivalent)	6000	per pcs
46	Register-2Q (Neel Gagan or Equivalent)	150	per pcs
47	Scissor (Kebica or Equivalent)(plastic handle) medium	20	per pcs
48	Steel scale 12"	20	per pcs
49	Sharpener Nataraj or Equivalent	30	per pcs
50	Short Hand Note Book (200 pages) (Neelgagan or Equivalent) (12cmX19cm)	20	per pcs
51	Sprial Pad (Neelgagan or Equivalent (20 - 30pgs)	6000	per pcs
52	Sprial Pad (Neelgagan or Equivalent (80pgs)	750	per pcs
53	Stamp Pad (National or Equivalent)	10	per pcs
54	Stapler (HD-10D) Kangaroo or Equivalent	20	per pcs
55	Stapler (HD-45) Kangaroo or Equivalent	5	per pcs
56	Stock Register 350 Pages	5	per pcs
57	Stapler Pin (No. 10) Kangaroo or Equivalent	400	per pkt
58	Stapler Pin (No. 1217) Kangaroo or Equivalent	50	per pkt
59	Tape Brown (Big)Good Quality 60 MM	10	per pcs
60	Tape Dispenser	5	per pcs
61	Tape Brown (Small) Good Quality(24 mm) 2"	5	per pcs
62	Leaf Document File (Executive) (50 leaves)(A4 size)	30	per pcs
63	Push Pins (100 pcs.)	10	per pkt
64	Notice Board (2X3)	5	per pcs
65	White Board Marker	20	per pcs
66	Ceiling Wax (10 in a box)	5	per pcs

UNDERTAKING

(To be submitted on Rs.50/- Stamp Paper duly notarized)

Tender No. _____ Due for opening on: _____

To

The Director(Admn.),
Delhi Judicial Academy,
Sector – 14 Dwarka
New Delhi – 110078

Sir,

I/We hereby declare that:-

1. I/We have carefully read and understood all the contents along with all the terms and conditions of the Tender before submitting the same, and I/We do accept and undertake to abide by the same.
2. I/We bind myself/ourselves to the Delhi Judicial Academy to provide the Items mentioned in the Supply Order at the rates quoted by me/us.
3. I/we have deposited the required EMD, as mentioned in the tender, in favour of the “DDO, Delhi Judicial Academy, New Delhi”.
4. The rate(s) quoted by me is/are for the Items conforming to the complete specification/requirements given by the Delhi Judicial Academy and inclusive of all charges such as levies, packing, forwarding, loading, unloading, insurance etc., if any. The percentage of Sales/VAT/Service Tax wherever applicable, have been mentioned separately.
5. I/We certify that the item in question against the existing tender has not been supplied to any other Govt. Departments at the rates below the rates mentioned in my/our quotation against the present tender.
6. I/we will refund the difference in the cost in the event of my/our providing services at a lesser rate to other Governments/Organizations during the currency of such rate contract.
7. I/We agree to abide by that the rates quoted against this tender will be valid for 3 months from the date of opening of tender and I/We shall supply the ordered items on the approved rates. However, these are extendable for another one year on mutual consent.
8. I/We shall deliver the ordered items to General Store of the Delhi Judicial Academy on F.O.R. destination basis within due date of supply order on any working day. If the items supplied are found to be unsatisfactory in quality & quantity, I/We bind to replace all the items on the same day but in any case not later than the next working day. Nothing extra will be charged on account of packing, cartage, loading, unloading, insurance charges etc. for the replacement of rejected items.
9. If I/We fail to supply Items in scheduled time and the Delhi Judicial Academy purchases the required Items from open market, the excess expenditure so incurred shall be borne by me/us.
10. I /we have never been black listed from any Government Department.
11. I/We hereby undertake that we shall supply all the items within the stipulated time as mentioned in the Supply Order, failing which the Delhi Judicial Academy is bound to forfeit Performance Security Deposit in full.

12. I/We understand that the Director (Admn.), Delhi Judicial Academy, is empowered/will have the right:
- a. To increase/decrease the quantity indicated in the tender/order to any extent depending on the actual requirements of the Delhi Judicial Academy.
 - b. To impose penalty as deemed fit in case service do not commence by the stipulated date or extended date, if any, and can resort to risk purchase at my/our cost and may forfeit my/our Performance Guarantee security deposit in full or part thereof at the his discretion.
 - c. To reject full or any part of the supply that is not in accordance with the requirements and terms and conditions of the tender.
 - d. To deny the payment in respect of the rejected items and I/We will not have any claim for the above. Further, I/We will remove the rejected items immediately at our cost and replace them as per terms and conditions of the Contract.
 - e. To cancel, reject or accept any tender or split the items to be supplied from tenders at any stage without assigning any reason therefore.
 - f. To hold the demand draft/banker cheque/ submitted by me/us towards Earnest Money Deposit till the acceptance/rejection of the tender or finalization of the supply.
13. In case any of the our statement/submissions and undertakings are found wrong/false at any stage, the Delhi Judicial Academy has the full liberty to forfeit my EMD and Security and to claim the excess amount from us along with any action as deemed fit by the Delhi Judicial Academy against us.

Signature of the Tenderer _____

Name & Address _____

Rubber Stamp _____

TECHNICAL BID FORM

SN	Particulars	Details
1.	Name(s) & Address(s) of partnership firm / proprietorship firm /Company. Name of authorized person to sign on behalf of bidding agency (hereinafter referred to as bidder): Designation Telephone & Mobile No. E-mail ID Specimen Signatures of the authorized person	
2.	VAT returns having filed in the last financial year (Documentary evidence to be attached) 2015-16	
3.	Income Tax Return for Financial Years (Documentary evidence to be attached) 2014-15 2015-16	
4	Date of establishment/Registration No. of the Firm with the Registrar of Firm/Registrar of Company/ Registrar of Partnership Firm	
5	PAN No of Firm/ Company/ Director/ Partner/Proprietor	
6	Registration No of VAT/ TIN with date.	
7	EMD details (Amount, name of the Bank, Branch, FDR/Bankers Cheque No. and Date)	

8.	Details of Purchase Orders (one each of the last two financial years i.e. 2014-15 and 2015-16/ or/ one each for the financial year 2015-16 and current financial year 2016-17) preferably received from Govt. Departments/ PSUs for the supply of stationery articles.	
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- **Each sample is to be tagged with name of the quoted items, its tender serial number and the name of the bidder. Please refer to Part No 1.4 of Part –I of the Tender document. The bidders who qualify in Technical Bid will be considered for sample evaluation of their quoted items by the Purchase Committee.**

Acceptance of Terms & Conditions

I/we hereby certify that I/we have gone through the terms & conditions and have understood the same and I/We do undertake to comply with the same.

Signature of owner/partner/authorized signatory
with address & telephone no.
with seal of the firm/company & Date

witnesses:-

**DELHI JUDICIAL ACADEMY
(High Court of Delhi)
SECTOR – 14, DWARKA
NEW DELHI - 110078**

Purchase of Stationery including computer stationery for the use of Delhi Judicial Academy .

Acceptance of Terms & Conditions

1. I/we hereby certify that I/we have gone through the terms & conditions and have understood the same and I/We do undertake to comply with the same.

Signature of owner/partner/authorized signatory
with address & telephone no.
with seal of the firm/company & Date

witnesses:-

Price Bid Proforma

Sl No.	Item Discription	Mention Make/ brand/ Model of the quoted item	Qty.	Unit	Mention whether sample submitted (yes /No)	Price
1	Adhesive Slip / Postit {Oddy or Equivalent(4x3)}		20	per pcs		
2	All Pin S. Steel (Packet of 500 pins/26mm)		2	per pkt		
3	Alphabet Register 100 Page		5	per pcs		
4	Acquittarice Roll Register 400 Page		1	per pcs		
5	Attendance Register (MHA-1, S-37) (100 pgs)		10	per pcs		
6	Pay Bill Register (150 Page)		1	per pcs		
7	CD Poly bag 1000 pcs (per pkt)		5	per pkt		
8	CD Sticker / Lable (150 per pkt)		5	per pkt		
9	Cartridge for HP Laser Print Cartridges-CC-388A (Printer Model HP Laser Jet P1007)		70	per pcs		
10	Cartridge Q1262AC (Printer Model HP Laser Jet M1319FMFP)		10	per pcs		
11	Cartridge HP Laser Printer Cartridges-CB-436A (Printer Model HP Laser Jet P1505)		4	per pcs		
12	Cash Book for Government Use 400 Pages		2	per pcs		
13	CD R		5000	per pcs		
14	DVD (with plastic cover)		200	per pcs		
15	Cello Tape (medium ½”x 24 meters)		24	per pcs		
16	Cello Tape (medium 2”x 65 meters)		24	per pcs		
17	Color Flag (self stick)		75	per pcs		
18	Correction Pen (10 ml)		50	per pcs		

19	Green Cotton Tag (Ordinary Size) fine quality per bunch of 50 tags		50	per bunch		
20	Dispatch Register (400 Page)		8	per pcs		
21	Duster (White) Big Size (36"x36")		200	per dzn		
22	Duster (Yello) Big Size		150	per dzn		
23	Eraser-HB (Apsra / Natraj or Equivalent)		200	per pcs		
24	Fevi-stick (15 gm.)		250	per pcs		
25	Flip Chart (50 CmX 74 Cm) 50 Page		10	per pcs		
26	File board-good quality (25 Cm X 35 Cm)		75	per pcs		
27	File cover (printed) (14"x22" with cloth patti in the centre of 1.5 inches, 2" folder patti in right side)		1500	per pcs		
28	Hi-lighter (Luxor or Equivalent)		100	per pcs		
29	Note Sheet Pad (Green)		200	per pad		
30	Paper Cutter (medium size)(citizen)		30	per pcs		
31	Pen (Gel) Blue Trimax or Equivalent		100	per pcs		
32	Pen (Gel) Black Trimax or Equivalent		50	per pcs		
33	Pen (Gel) Red Trimax or Equivalent		30	per pcs		
34	Pen (Gel) Green Trimax or Equivalent		30	per pcs		
35	Pencil-HB (Nataraj or Equivalent) (1x10)		400	per pcs		
36	Pencil Cell (AA size) Eveready or equivalent		100	per pcs		
37	Peon book (100 pages) hard bound		5	per pcs		
38	Pen drive 8 GB		10	per pcs		
39	Photocopy paper (A-4)75 GSM (JK Brand or Equivalent)		500	per ream		
40	Plastic Folder Transparent L Shape Plain A4		6000	per pcs		
41	Poker-good quality		15	per pcs		

42	Punch (Kangaroo or Equivalent) (Single Hole 4.5 mm)		10	per pcs		
43	Punch (Kangaroo or Equivalent) (Double Hole 4.5 mm)		5	per pcs		
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51	Spiral Pad (Neelgagan or Equivalent (20 - 30pgs)		6000	per pcs		
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53	Stamp Pad (National or Equivalent)		10	per pcs		
54	Stapler (HD-10D) Kangaroo or Equivalent		20	per pcs		
55	Stapler (HD-45) Kangaroo or Equivalent		5	per pcs		
56	Stock Register 350 Pages		5	per pcs		
57	Stapler Pin (No. 10) Kangaroo or Equivalent		400	per pkt		
58	Stapler Pin (No. 1217) Kangaroo or Equivalent		50	per pkt		
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63	Push Pins (100 pcs.)		10	per pkt		
64	Notice Board (2X3)		5	per pcs		
65	White Board Marker		20	per pcs		
66	Ceiling Wax (10 in a box)		5	per pcs		

Note: Quoted Rates shall be inclusive of all taxes.

Signature of the Tenderer _____

Name & Address _____

Rubber Stamp _____