

DELHI TRANSPORT CORPORATION
(GOVT. OF N.C.T. OF DELHI)
I.P.ESTATE: NEW DELHI-110002.

Tenders as per “Two Bid system” i.e. Part-I “Techno Commercial Bid” & Part-II ‘ Price Bid’ are invited for the following item from manufacturers/dealers/traders.

S.No.	Description	Qty.	Cost of Tender(Rs.)	Earnest Money(Rs.)	Opening Date
1.	Supply of Airconditioners 1.5 Ton Window Type 3-Star rating (BEE) on “As is where is basis” under unit exchange scheme	24 Nos.	500/-	Rs.15,000/-	

Tender sets will be available on all working days till a day prior to the due date, between 1100 hrs. to 1500 hrs. with Tender cell (Room No.207), DTC Hqrs. I.P.Estate, New Delhi-110002 on payment of Rs.500/- each (SSI Units registered with NSIC/SSIC etc. are exempted) in cash or D/D (in favour of CMD, DTC) or Rs.550/- each by post without any liabilities for postal delays. Complete tenders alongwith EMD (if not exempted) will be received by Tender cell till 1200 hrs. on due date and opened on the same day at 1500 hrs. in the presence of desirous tenderers. For further details visit our website <http://dte.nic.in> from where also tender documents can be downloaded and deposited with tender cost. (if not exempted)

SR.MANAGER(ELECTRICAL)

DELHI TRANSPORT CORPORATION
(GOVT. OF N.C.T. OF DELHI)
I.P.ESTATE : NEW DELHI

TERMS & CONDITIONS OF TENDER

1. TENDERS SHOULD BE ADDRESSED TO THE CHAIRMAN-CUM-MANAGING DIRECTOR, DELHI TRANSPORT CORPORATION, ROOM NO.207, TENDER CELL, I.P.ESTATE, NEW DELHI-110002 IN A SEALED COVER DULY SUPERSCRIBED WITH(1) TENDER FOR SUPPLY OF WINDOW TYPE 1.5 TON AIRCONDITIONER Window Type HAVING 3 STAR RATING FROM BUREAU OF ENERGY EFFICIENCY(BEE), UNDER “ UNIT EXCHANGE SCHEME” ON “AS IS WHERE IS BASIS” DUE ON 27.10.09 . THE MAIN OUTER ENVELOPE SHOULD CONTAIN TWO SEPARATE AND SEALED ENVELOPES INSIDE OF TECHNO COMMERCIAL BID AND PRICE BID RESPECTIVELY, ALSO SUPERSCRIBED ACCORDINGLY.
2. THE TENDERER/S HIMSELF/THEMSELVES OR A DULY AUTHORISED PERSON IN THIS BEHALF SHOULD SIGN TENDERS. A COPY OF SUCH AUTHORITY BE ENCLOSED WITH THE TENDER.
3. TENDERS SHOULD REACH THE DY.MANAGER, TENDER CELL, DELHI TRANSPORT CORPORATION, 2ND FLOOR, ROOM NO.207, I.P.ESTATE, NEW DELHI-110002, IN A SEALED SUPERSCRIBED COVER MARKED AS TENDER FOR THE SUPPLY OF WINDOW TYPE 1.5 TON AIRCONDITIONER HAVING 3 STAR RATING FROM BUREAU OF ENERGY EFFICIENCY(BEE) UNDER “UNIT EXCHANGE SCHEME” ON OR BEFORE DUE DATE BY 1200 HRS. TENDERS SHALL BE OPENED IN PUBLIC ON THE SAME DATE AT 1500 HRS. TENDERERS MAY ATTEND THE OPENING OF THE TENDER IF THEY SO DESIRE. (ONLY IN CASE OF OPEN TENDERS INVITED THROUGH PRESS NOTIFICATION).

THE MAIN OUTER ENVELOPE CONTAINING THE OTHER TWO BID ENVELOPES SHALL BE OPENED ALONGWITH THE ENVELOPE OF ‘TECHNO COMMERCIAL BID’ ONLY. THE ‘PRICE BID’ ENVELOPES OF TECHNO COMMERCIAL QUALIFIED SHORT LISTED TENDERERS ONLY SHALL BE OPENED AT THE LATER DATE, WHICH SHALL BE INTIMATED SEPERATELY TO ALL CONCERNED.

4. TENDER FORMS SHOULD BE CLEARLY FILLED IN INK OR DULY TYPED GIVING FULL ADDRESS OF THE TENDERERS. TENDERERS/S WOULD QUOTE IN FIGURES AS WELL AS IN WORDS THE RATES OR AMOUNT TENDERED BY HIM/THEM. OVER WRITING OR ALTERATIONS WILL DISQUALIFY THE TENDER UNLESS THEY ARE LEGIBLY ATTESTED BY THE TENDERER/S. THE RATES WILL BE FIRM TILL THE COMPLETION OF ORDER, IF ISSUED EXCEPT GOVT. LEVIES. THE TENDER RATES, ETC. SHOULD BE KEPT OPEN FOR 120 DAYS FROM THE DATE OF OPENING OF THE TENDER AND IF WITHDRAWN BEFORE THAT DATE, THE EARNEST MONEY WILL BE FORFEITED IN FULL. THE DECISION OF THIS OFFICE IN THIS RESPECT WILL BE FINAL AND BINDING ON THE TENDERER/S.
5. THE TENDERERS MUST DEPOSIT AN EARNEST MONEY OF RS.15,000/- BY MEANS OF CASH OR DEMAND DRAFT (AND NOT BY ANY OTHER MODE OF PAYMENT) PAYABLE TO SYNDICATE BANK NEW DELHI AND DRAWN IN FAVOUR OF CHAIRMAN-CUM-MANAGING DIRECTOR, DELHI TRANSPORT CORPORATION, I.P.ESTATE; NEW DELHI-110002. TENDERS NOT ACCOMPANIED BY EARNEST MONEY IS LIABLE FOR SUMMARY REJECTION. HOWEVER THE EARNEST MONEY IS EXEMPTED FOR GOVT./STATE GOVT./UNDERTAKING & SMALL SCALE INDUSTRY REGISTERED WITH N.S.I.C./S.S.I.ETC. AS PER GOVT. POLICY FROM TIME TO TIME NOTE: EMD TO BE DEPOSITED IN A SEPARATE ENVELOPE

PLEASE. THE EARNEST MONEY OF SUCCESSFUL TENDERERS WILL BE CONVERTED AS SECURITY DEPOSIT AFTER PLACING THE FIRM ORDER FOR SATISFACTORY COMPLETION OF THE SUPPLY. THE SUCCESSFUL TENDERERS WILL HAVE TO FURNISH THE SECURITY DEPOSIT OF 15% OF THE VALUE OF THE ORDER OR RS.75,000/- WHICHEVER IS LOWER, WHO HAVE NOT DEPOSITED EARNEST MONEY BEING REGISTERED WITH N.S..IC/S.S.I. ETC. IT WILL BE REFUNDED TO THE SUCCESSFUL TENDERERS AFTER COMPLETION OF SUPPLIES TO THE SATISFACTION OF THIS OFFICE. IN CASE OF UNSUCCESSFUL TENDER/S EARNEST MONEY WILL BE REFUNDED IMMEDIATELY AFTER THE FINALISATION OF THE TENDER. NO INTEREST WILL BE PAID ON THE EARNEST/SECURITY MONEY DEPOSIT. PREVIOUS EARNEST MONEY LYING WITH DTC AGAINST SOME OTHER TENDER WILL BE ADJUSTED AGAINST THIS TENDER, ONLY IF THE SAME IS CLEARLY PAYABLE AS PER DTC. i.e. THE ORDER IF GIVEN AGAINST WHICH E.M.D. DEPOSITED SHOULD HAVE BEEN FULLY AND SSATISFACTORILY EXECUTED, NO CLAIMS/RECOVERIES BE DUE, ETC. THE CORPORATION RESERVES ITS RIGHT TO MAKE RECOVERY OF CLAIMS, IF ANY, FROM ANY OF THE E.M.D.(S) DEPOSITED AGAINST VARIOUS TENDERS: NOTE-EMD TO BE DEPOSITED IN A SEPARATE ENVELOPE.

6. RATES QUOTED BY(I) SUPPLIERS IN AND AROUND DELHI SHOULD BE F.O.R. DTC CED STORE, SHADIPUR COLONY, SHADIPUR, NEW DELHI.(ii) BY OTHER OUT STATION SUPPLIERS, IT MAY BE F.O.R.-DELHI i.e. TRANSPORTER'S GODOWN/RAILWAY GODOWN AS THE CASE MAY BE.
7. IN CASE S.TAX/C.S.TAX IS CHARGEABLE EXTRA, THE RATE OF S.TAX/C.S.TAX APPLICABLE MUST BE CLEARLY MENTIONED IN THE TENDER. TENDERERS MUST ALSO MENTION THEIR S.TAX/C.S.TAX REGN. NO. IN THEIR TENDERS. THIS CORPORATION NEITHER HOLDS FORM-C NOR 'D' IN CASE THE ABOVE DOCUMENTS/INFORMATIONS(S.TAX/C.STAX REGN.NO.) ARE NOT FURNISHED BY THE TENDERERS, THE SUCCESSFUL TENDERERS WILL BE ASKED TO PROVIDE THE SAME BEFORE EXECUTION OF SUPPLIES/RELEASE OF PAYMENT.
8. IF FOR ANY REASON, PRICES TENDERED ARE F.O.R., FORWARDING STATION, THE FREIGHT CHARGES INVOLVED TOGETHER WITH THE GROSS WEIGHT OF THE MATERIAL MAY BE CLEARLY INDICATED IN THE TENDER. IN CASE PACKING AND FORWARDING CHARGES ARE LEVIABLE, THEY MAY ALSO BE INDICATED SPECIFICALLY.
9. IF THE WEIGHT OF THE MATERIAL PERMITS DESPATCH BY POST PARCEL THIS MAY CLEARLY BE STATED IN THE TENDER.
10. COMPLETE SPECIFICATIONS OF THE STORE, OFFERED TOGETHER, WTH MAKERS NAME/BRAND, ETC. OF EACH OF THE ITEMS MUST BE GIVEN IN THE TENDER AND DESCRIPTIVE LITERATURE AND SAMPLE IF REQUIRED. BE SENT ALONGWITH THE TENDER IF AVAILABLE.
11. IT SHALL BE OBLIGATORY ON SUPPLIERS TO ADHERE STRICTLY TO THE DELIVERY SCHEDULES SPECIFIED BY US IN OUR ORDERS. THE PERIOD WITHIN WHICH AND THE PLACE AT WHICH SUPPLIES ARE TO BE MADE, SHALL BE DETERMINED BY THE OFFICE AND SHALL BE BINDING ON THE SUPPLIERS. IN CASE OF DELAY IN SUPPLIES, UNLESS EXTENSION OF DELIEVERY HAS BEEN GRANTED BY US ON APPLICATION BY THE SUPPLIERS WE MAY AT OUR OPTION EITHER.
 - (i) RECOVER FROM SUPPLIER AS LIQUIDATED DAMAGES A SUM EQUAL TO 1% PER DAY OR PART THEREOF OF THE VALUE OF STORE NOT DELIVERED SUBJECT TO A MAXIMUM OF 2% PER MONTH OR PART THEREOF OF THE VALUE OF THE ORDER OR
 - (ii) PURCHASE ELSEWHERE ON ACCOUNT AT THE RISK AND COST OF THE SUPPLIERS FOR THE STORES NOT DELIVERED OR
 - (iii) CANCEL THE CONTRACT WITHOUT PREJUDICE TO OUR RIGHT UNDER (i) & (ii) ABOVE

12. SUBSEQUENT TO AN ORDER BEING PLACED AGAINST YOUR TENDER IF IT IS FOUND THAT THE MATERIAL SUPPLIED IS NOT OF THE RIGHT QUALITY OR NOT ACCORDING TO SPECIFICATIONS REQUIRED BY US OR IS RECEIVED IN DAMAGED OR BROKEN CONDITION OR OTHERWISE NOT SATISFACTORY DUE TO ANY REASON OF WHICH WE SHALL BE THE SOLE JUDGE, WE SHALL BE ENTITLED TO REJECT THE MATERIAL, CANCEL THE CONTRACT AND BUY OUR REQUIREMENTS FROM THE OPEN MARKET AND RECOVER THE LOSS, IF ANY, FROM THE SUPPLIERS RESERVING TO ITSELF THE RIGHT TO FORFEIT THE EMD/SECURITY DEPOSIT, IF ANY, FURNISHED BY THE SUPPLIER AGAINST THE CONTRACT. THE SUPPLIER WILL MAKE HIS OWN ARRANGEMENTS TO REMOVE THE REJECTED MATERIAL WITHIN A FORTNIGHT OF INSTRUCTIONS TO DO SO. THEREAFTER, IT WILL BE ENTIRELY AT THE SUPPLIER'S RISK AND RESPONSIBILITY AND STORAGE CHARGES ALONGWITH ANY OTHER CHARGES APPLICABLE WILL BE RECOVERABLE FROM THE SUPPLIER AND SAME CAN BE ADJUSTED FROM THE DEPOSIT/BILL OF THE FIRM LYING WITH THIS OFFICE. IF THEY SO DESIRE, SUPPLIERS SHOULD INSURE MATERIAL AT THEIR COST. DTC. IN ANY CASE WOULD CLAIM ALL RECOVERIES ON ANY ACCOUNT INCLUDING SHORTAGES, DAMAGES ETC. FROM THE SUPPLIERS DIRECTLY AND NOT FROM THE INSURANCE COMPANY OR TRANSPORTERS.
13. TENDERS ARE INVITED ONLY FROM MANUFACTURERS OR AUTHORISED DEALERS OF THE O.E.M. OF THE TENDERED ITEMS. THEREFORE, TENDERERS MUST ENCLOSE DOCUMENTARY PROOF IN THIS REGARD ISSUED BY A COMPETENT GOVT. AGENCY LIKE NSIC, S.S.I.C. DIRECTORATE OF INDUSTRIES ETC.
N.B:-. IF MANUFACTURER'S AUTHORISED DEALER, PLEASE ENCLOSE WITH TENDER THE COPY OF MANUFACTURER'S AUTHORISATION.
14. INSPECTION WILL BE AT DTC PREMISES AT DELHI.
15. WE RESERVE THE RIGHT TO ACCEPT OR REJECT ANY TENDER IN FULL OR IN PART WITHOUT ASSIGNING ANY REASON THEREOF. WE ALSO RESERVE THE RIGHT TO SPLIT AND PLACE ORDER ON ONE OR MORE THAN ONE SUPPLIER(S).
16. DELIVERY PERIOD -4-6 WEEKS FROM THE DATE OF RECEIPT OF SUPPLY ORDER.
17. (I) OUR TERMS OF PAYMENT ARE 95% WITH 30 DAYS OF THE RECEIPT AND ACCEPTANCE OF THE MATERIAL IN GOOD CONDITION. THEREFORE, RATES MAY BE QUOTED AS PER OUR PAYMENT TERMS. BALANCE 5% WITHIN 15 DAYS OF SUCCESSFUL INSTALLATION AND COMMISSIONING OF THE EQUIPMENT TO THE SATISFACTION OF THE PURCHASER AND SUBMISSION OF THE PERFORMANCE GUARANTEE BOND.

(ii) PERFORMANCE BOND:-

IF CONTRACT IS PLACED AS RESULT OF INVITATION TO TENDER THE SUPPLIER IS REQUIRED TO FURNISH PERFORMANCE BOND (IN THE PERSCRIBED FROM @5% OF ORDER VALUE VALID TILL THE EXPIRY OF WARRANTY/GUARANTEE PERIOD IN THE SHAPE OF THE BANK GUARANTEE IN THE REQUIRED PROFORMA. THE PERFORMANCE GUARANTEE WILL COME IN TO FORCE AFTER THE INSTALLATION AND WILL REMAIN VALID TILL THE DATE OF COMPLETION OF WARRANTY/GUARANTEE PERIOD.
18. THE TENDERERS SUBMITTING TENDERS WILL BE CONSIDERED TO HAVE ACCEPTED ALL THE TERMS AND CONDITIONS AND NO COUNTER TERMS & CONDITIONS WILL BE ACCEPTED. NO ENQUIRIES WRITTEDN OR VERBAL WILL BE ENTERTAINED WITH REGARD TO ACCEPTANCE/REJECTON OF THE TENDER.

19. NO POST TENDER NEGOTIATION WITH OTHER THAN L-1 THAT TOO ONLY IF ESSENTIAL WOULD BE HELD AND ANY TENDERER RESORTING TO POST TENDER OFFERS WOULD BE LIABLE TO BE PROCEEDED AGAINST OR ANY ATTEMPT ON THE PART OF THE TENDERER TO INFLUENCE ANY OFFICIAL OF THIS ORGANISATION WILL DISQUALIFY THE TENDER.
20. THE TENDERERS WILL ALSO INDICATE IF THE PRODUCT OFFERED IS BEING SUPPLIED TO OTHER S.T.U.(s) BODY BUILDERS OF REPUTE, CENTRAL/STATE GOVT. DEPARTMENT AND PHOTOSTAT COPIES OF THE ORDER THUS RECEIVED ON THIS ACCOUNT DURING THE PAST 3 YEARS MAY BE SENT ALONGWITH THE TENDER , IF AVAILABLE.
21. ALL FIRMS ARE REQUIRED TO SUBMIT THE FOLLOWING ALONGWITH THEIR QUOTATION FAILING WHICH THEIR OFFER WILL BE IGNORED:-
 - a) PAN NO.
 - b) NAME AND FULL ADDRESS OF THE BANKER
 - c) COMPLETE ADDRESS OF SALES TAX AND INCOME TAX OFFICE
22. QUANTITY MAY BE INCREASED OR DECREASED AT THE DISCRETION OF THIS OFFICE CORPORATION ALSO RESERVES THE RIGHT TO INCREASE/DECREASE/CANCEL. THE QUANTITY OF THE CONTRACT AT ANY STAGE WITH 10 DAYS NOTICE SUBJECT TO NON-ACCEPTANCE OF RATES BY THE TENDERER ON LOWER SIDE AFTER PLACEMENT OF PURCHASE ORDER IN THE EVENT OF FALL IN MARKET RATES OF THE ITEM/ITEMS OF PURCHASE ORDER AND ALL KIND OF DISPUTES INTHIS REGARD WILL BE DECIDED AT THE DELHI ONLY.
23. ORIGINAL TECHNICAL BROCHURES IN SUPPORT OF EACH ITEM QUOTED MUST BE ATTACHED WITH THE TENDER.
24. EXCEPT AT OTHERWISE PROVIDED IN THE INVITATION TO THE TENDER THE CONTRACTOR HEREBY DECLARES THAT THE GOODS STORES, ARTICLE SOLD/SUPPLIED T THE PURCHASER UNDER THIS CONTRACT SHALL BE OF THE BEST QUALITYAND WORKMANSHIP AND NEW IN ALL RESPECTS AND SHALL BE STRICTLY IN ACCORDANCE WITH THE SPECIFICATION AND PARTICULARS CONTAINED MENTIONED IN THE CONTRACT. THE CONTRACTOR HEREBY GUARANTEES THAT THE SAID GOODS/STORES ARTICALS WOULD CONTINUE TO CONFORM TO THE DESCRIPTION AND QUALITY AFORESAID FOR A PERIOD OF TWENTY MONTHS, FROM THE DATE OF DELIVERY OF THE SAID GOODS/STORES/ARTICALS TO THE PURCHASER AND NOTWITHSTANDING THE FACT THAT THE PRUCHASER (INSPECTOR) MAY HAVE INSPECTED AND /OR APPROVED THE SAID GOODS/STORES/ARTICALS, IF DURING THE AFORESAID PERIOD OF 12 MONTHS THE SAID STORES/GOODS/ARTICALS BE DISCOVERED NOT TO PERFORMANCE OR HAVE DETERIORATED, THE DECISION OF THE PURCHASER IN THAT BEHALF SHALL BE FINAL AND BINDING ON THE CONTRACTOR AND THE PURCHASER SHALLBE ENTITLED TO CALLUPON THE CONTRACTOR TO RECTIFY THE GOODS/STORES/ARTICALS OR SUCH PORTION THEREOF AS IS FOUND TO BE DEFECTIVE BY THE PURCHASER WITHINA REASONABLE PERIOD OFSUCH SPECIFIED PERIOD AS MAY BE ALLOWED BY THE CONTRACTOR AND IN SUCH AN EVENT. THE ABOVE MENTIONED WARRANTY PERIOD SHALL APPLY TO THE GOODS/STORES/ARTICALS RECTIFIED FROM THE DATE OF RECTIFICATION THEREOF. IN CASE OF THE CONTRACTOR FAILING TO RECTIFY OR REPLACE THE GOODS ETC. WITHIN SPECIFIED TIME. THE PURCHASER SHALL BE ENTITLED TO RECOVER THE COST WITH ALL EXPENSES FROM THE CONTRACTOR FOR SUCH DEFECTIVE STORES.

25. RANDOM SAMPLES FROM THE SUPPLIES CAN BE SENT FOR LABORATORY TEST AND THE TESTING CHARGES BESIDES SAMPLE COST OTHER OVERHEAD CHARGES,ETC. WILL BE BORNE BY THE SUPPLIER, IF SAMPLE FAILS AND SUPPLIER WILL ALSO BE LIABLE TO PAY SUITABLE COMPENSATION COMMENSURATE TO PROORTIONATE SHORTFALL/DEVIATION FROM THE SPECIFIED VALUES. COMPENSATION WOULD BE APPLICABLE ON GROSS VALUE OF THE LOT FROM WHICH SAMPLE WAS PICKED UP SUPPLIER MAY ALSO HAVE TO FACE OTHER ACTION AS MAY BE DEEMED FIT BY THIS CORPORATION. THE COMPENSATION CRITERIA WILL BE DECIDED BY DTC & SAME SHALL BE FINAL AND BINDING.
26. INSOLVANCY AND BREACH OF CONTRACT: THE PURCHASER MAY AT ANY TIME BY NOTICE IN WRITING SUMMARILY TERMINATE THE CONTRACT WITHOUT COMPENSATION TO THE CONTRACTOR IN ANY OF THE FOLLOWING EVENTS THAT IS TO SAY:-
- (A) IF THE CONTRACTOR BEING AN INDIVIDUAL OR IF A FIRM, ANY PARTNER THEREOF SHALL AT ANY TIME BE ADJUDGED INSOLVANT OR SHALL HAVE RECEIVED ORDER OR ORDERS FROM ADMINISTRATION OF HIS ESTATE MADE AGAINST HIM OR SHALL TAKE ANY PROCEEDING FOR COMPOSITION UNDER ANY INSOLVANCY ACT FOR THE TIME BEING IN FORCE OR MAKE ANY CONVEYANCE OR ASSIGNMENT OF HIS EFFECTS OR ENTER INTO ANY ASSIGNMENT OR COMPOSITION WITH HIS CREDITORS OR SUSPEND PAYMENT OR IF THE FIRM BE DISSOLVED UNDER THE PARTNERSHIP ACT, OR
- (B) IF THE CONTRACTOR BEING A COMPANY WOUND UP VOLUNTARILY OR BY THE ORDER OF THE COURT OR A RECEIVER, LIQUIDATOR OR MANAGER ON BEHALF OF THE DEBENTURE HOLDERS IS APPOINTED OR CIRCUMSTANCES SHALL HAVE ARISEN WHICH ENTITL THE COURT OF DEBENTURE HOLDER TO APPOINT A RECEIVER LIQUIDATOR OR MANAGER OR
- (C) IF THE CONTRACTOR COMMITS ANY BREACH OF THE CONTRACT NOT HEREIN SPECIFICALLY PROVIDED FOR. PROVIDED ALWAYS THAT SUCH DETERMINATION SHALL NOT PREJUDICE ANY RIGHT OF ACTION OR REMEDY WHICH SHALL HAVE ACCRUED THEREAFTER TO THE PURCHASER AND P;ROVIDED ALSO THE CONTRACTOR SHALL BE LIABLE TO PAY TO THE PURCHASER FOR ANY EXTRA EXPENDITURES HE IS THEREBY PUT TO AND THE CONTRACTOR SHALL UNDER NO CIRCUMSTANCES BE ENTITLED TO ANY GAIN ON REPURCHASE.
27. ARBITRATION: IN THE EVENT OF ANY QUESTION OF DISPUTE ARISING UNDER THESE CONDITIONS OF CONTRACT OR IN CONNECTION WITH THIS CONTRACT, EXCEPT OTHERWISE PROVIDED IN THE CONTRACT. ALL QUESTIONS AND DISPUTES ARISING OUT OF THE CONTRACT SHALL BE REFERRED TO SOLE ARBITRATION OF THE CHAIRMAN-CUM-MANAGING DIRECTOR, DTC, AND IF THE CHAIRMAN-CUM-MANAGING DIRECTOR, DELHI TRANSPORT CORPORATION IS UNABLE OR UNWILLING TO ACT AS A SOLE ARBITRATOR, SOME OTHER PERSON CAN BE AOPPOINTED BY THE CHAIRMAN-CUM-MANAGING DIRECTOR, DELHI TRANSPORT CORPORATION TO ACT AS SUCH ARBITRATOR. THERE WILL BE NO OBJECTION TO ANY SUCH APPOINTMENT THAT THE ARBITRATOR SO APPOINTED IS AN EMPLOYEE OF THE CORPORATION, THAT HE HAD TO DEAL WITH THE MATTER WHICH THIS AGREEMENT RELATES AND THAT IN COURSE OF HIS DUTIES AS SUCH HE HAD EXPRESSED VIEWS ON OR ANY SUCH MATTER IN DISPUTE OR DIFFERENCE. THE DECISION OF THE ARBITRATOR SO APPOINTED SHALL BE FINAL CONCLUSIVE AND BINDING ON ALL THE PARTIES TO THIS CONTRACT.

28. THE VENUE OF ARBITRATION SHALL BE NEW DELHI OR SUCH OTHER PLACE AS THE PURCHASER MAY AT HIS DISCRETION DETERMINE.
29. INCOME TAX CLEARANCE CERTIFICATE MAY ALSO BE FURNISHED WITH THE OFFER. IN CASE THE ABOVE CERTIFICATE IS NOT FURNISHED BY THE TENDERER/S AT THE TIME OF SUBMISSION OF THE TENDER THE SAME WILL BE OBTAINED FROM THE SUCCESSFUL TENDERER/S BEFORE EXECUTION OF THE SUPPLIES/RELEASE OF PAYMENT.

SR.MANAGER(ELECTRICAL) CED

Important instructions/guidelines for Tenderers

1. Bid shall be submitted to the Chairman-cum-M.D., Delhi Transport Corporation, Room No.217, Tender Cell, I.P.Estate, New Delhi-110002 in a sealed cover duly super scribed.
2. Tenderers shall submit their offers as per “Two bid” system i.e. separate envelopes each for ‘Techno commercial bid’ and ‘Price Bid’, both enclosed in a sealed outer envelope.
 - a) First envelope should be super scribed as:
 - Part-1= Techno commercial bid.
 - Tender for the supply of –Airconditioners 1.5 Ton.(As per Annex.”A’)
 - Tender due on-27.10.09. at 1200 hrs.

This envelop shall contain:-

- (i) Firms “Techno commercial” offer vis-à-vis DTC’s tender Terms & Conditions.
 - (ii) Tender form as purchased from DTC Tender Cell, duly filled up as per the instruction given thereon.(in case of open Tender only).
 - (iii) Annexure-‘X’ i.e qty. and technical specifications format of DTC requirement of the items to be supplied duly certified.
- b) 2nd envelope should be superscribed as:-
 - Part II- ‘Price Bid’
 - Tender for supply of Airconditioners 1.5 Ton.(As per Annex.”A”)
 - Tender due on...27.10.09 at 1200 hrs..

This envelop should contain:-

- Tenderers ‘Price Bid’ in the format as per Annexure ‘Y’ given with the tender set.
- c) 3rd envelope should be superscribed as:-
 - Part-III- Earnest money
 - Tender for supply of Airconditioners 1.5 Ton(As per Annex.’A’).
 - Tender due on...27.10.09 at 1200 hrs.

This envelop should contain:-

- i) Earnest money deposit by way of demand draft or cash only (cash receipt issued by DTC to be enclosed). No other mode of payment will be acceptable.
 - d) All the above envelops should further be sealed in a separate outer envelope superscribed as
 - Tender for supply of Airconditioners 1.5 Ton(As per annex.’A’)
 - Tender due on 27.10.09 at 1200 hrs.
 - e) All the envelopes should be addressed to DTC & bear the sender firm’s name and address either in print or in rubber seal etc. for ready identification.
- 3) Tenderers have to abide by all the terms & conditions given by DTC in general and in particular in respect of payment terms; being a manufacturer themselves for the tendered items with documentary proof; OEM status (if called for) or other special conditions specified with documentary proof; validity of offered rates for minimum 120 days from the date of opening of tender, Prices to remain firm till completion of order, if placed.
 - 4) Techno commercial bid accompanied with cheques for EMD shall be out rightly rejected.
 - 5) Similarly, ‘Techno commercial bids’ not accompanied with the tender form purchased from DTC shall also be rejected out rightly.
 - 6) Late tenders shall not be opened at all and therefore, the offers of such tenders shall be totally out of consideration zone. Tenderers must agree to all terms & conditions of DTC. Offers with counter terms & conditions are liable for summary rejection.
 - 7) For livery and stationary items, tenderers must submit samples confirming to the given specifications alongwith their offers.

Sr.Manager(Elect.)HQ.

Section Officer(E)

DETAILS OF REQUIRED STORES/ITEMS

DESCRIPTION OF STORES/ITEMS	SPECIFICATIONS	QTY. REQUIRED
SUPPLY OF AIRCONDITIONERS 1.5 TON WINDOW TYPE ON "AS IS WHERE IS BASIS" UNDER UNIT EXCHANGE SCHEME	3-STAR RATING FROM BUREAU OF ENERGY EFFICIENCY(BEE)	24 NOS.

SECTION OFFICER(E)

SR.MANAGER(E)

NOTE:

- a) It is certified that these item(s)/spares will be supplied strictly as per the specifications given above.
- b) It is also confirmed that rates quoted separately in Annex. 'B' of 'Price Bid' are applicable to all STUs/Govt. Departments and will be firm till completion of purchase order, if issued, except Govt. levies.
- c) It is certified that the tenderer agrees to all the enclosed Terms & Conditions specified by DTC.

SIGNATURE OF THE TENDERER WITH NAME AND SEAL

NOTE: THIS ANNEXURE DULY FILLED, SIGNED AND CERTIFIED MUST BE SEALED INSIDE THE 'TECHNO COMMERCIAL BID' ENVELOPE.

ANNEXURE 'B'

**FORMAT FOR OBTAINING UNIFORM RATES AGAINST OPEN/LTD.
TENDER**

1	2	3	4		5		6		7
S.No	Description	Basic Rate per unit (Rs.)	Central Duty	Excise	Any other Tax/Duty/Discount		Sales Tax/Vat with 'C' or 'D' Form		Gross Rate F.O.R. DTC Central Stores Delhi or Transport Godown Delhi
			%age of Basic rate	Quantum amount (Rs.)	%age of Basic E.D.	Quantum Amt.(Rs.)	%age of S.Tax /VAT	Quantum Amt. (Rs.)	J=(C+E+G+I)
A	B	C	D	E	F	G	H	I	J

IT IS CERTIFIED THAT ITEMS/STORES WILL BE SUPPLIED STRICTLY AS PER SPECIFICATIONS ETC. GIVEN BY DTC IN ANNEXURE 'A' AND ABOVE QUOTED RATES ARE APPLICABLE TO ALL STUs/GOVT. DEPARTMENTS AND WILL BE FIRM TILL COMPLETION OF ORDER, IF ISSUED, EXCEPT GOVT. LEVIES.

SIGNATURE OF THE TENDERER WITH NAME AND SEAL

Note: This Annexure duly filled in must be sealed inside the "Price Bid" envelope.

DELHI TRANSPORT CORPORATION
(A GOVT. OF N.C.T. OF DELHI)
I.P.ESTATE: NEW DELHI

I M P O R T A N T

**Details of Bank Account for release of payment through EFT/RTGS to
be furnished alongwith tender.**

1. Name of the Firm
2. Address
3. Bank Account No.
4. Bank's Micro Number
5. Name & address of Bank
6. Original Cancelled Cheque
7. IFSC/RTGS Code of Bank/Branch
where funds are to be transferred

SIGN OF TENDERER.....

NAME IN BLOCK LETTERS.....

FIRM'S FULL ADDRES WITH SEAL.....

.....

.....

TELEPHONE NO.IF ANY

DELHI TRANSPORT CORPORATION
(GOVT. OF NCT OF DELHI)
I.P.ESTATE: NEW DELHI-110002.

NON TRANSFERABLE

THE PRICE OF THIS TENDER FORM IS RS.500

TENDER FORM NO.....

SEAL OF OFFICE SIGNATURE OF THE
ISSUING OFFICER

NAME OF THE PARTY IN WHOSE FAVOUR
TENDER FORM HAS BEEN ISSUED.

.....
.....

THE CHAIRMAN-CUM-M.D.
DELHI TRANSPORT CORPORATION
I.P.ESTATE; NEW DELHI

TENDER FOR SUPPLY OF AIRCONDITIONERS 1.5 TON

WINDOW TYPE 3-STAR RATING(BEE) UNDER UNIT
EXCHANGE ON " AS IS WHERE IS BASIS"

SCHEME: DUE ON:- 27.10.09 CLOSING TIME: 1200 hrs

DEAR SIR,

I/WE HEREBY SUBMIT OUR TENDER FOR THE SUPPLY AS SPECIFIED IN THE TENDER. THE RATES ARE QUOTED AS PER YOUR RELEVANT FORMAT AT ANNEXURE 'B'.

I/WE HEREBY AGREE TO ALL THE TERMS & CONDITIONS SUPPLIED BY DTC AND WILL KEEP OUR OFFER OPEN FOR 120 DAYS FROM THE OPENING OF TENDER AND RATES WILL BE FIRM TILL THE COMPLETION OF ENTIRE SUPPLY ORDER.

I/WE ALSO UNDERSTAND THE TENDER IS FOR ANNUAL REQUIREMENT AND AGREE TO SUPPLY THE ENTIRE QUANTITY ON STAGGERED BASIS AS PER THE DELIVERY SCHEDULE SPECIFIED BY YOU. EARNEST MONEY OF RS.....HAS BEEN DEPOSITED IN CASH VIDE CR.NO.....DATED.....(ENCLOSED) OR DEMAND DRAFT NO.....DATED.....DRAWN ON

1.SIGNATURE OF WITNESS.....
(WITH NAME & FULL ADDRESS).....

YOURS FAITHFULLY,

2.SIGNATURE OF WITNESS.....
(WITH NAME & FULL ADDRESS).....

SIGNATURE OF TENDERER
NAME OF BLOCK LETTERS.....
FULL ADDRESS WITH SEAL.....

PLEASE NOTE

1. OFFER SHOULD CONFORM TO ALL THE DTC TERMS & CONDITIONS & NO COUNTER TERMS & CONDITIONS WILL BE ACCEPTABLE.
2. RATES QUOTED BY(i) SUPPLIERS IN AND AROUND DELHI SHOULD BE F.O.R. DTC CED STORE, SHADIPUR COLONY, SHADIPUR, N.DELHI,(ii) BY OTHER OUTSTATION SUPPLIERS, IT MAY BE F.O.R.DELHI i.e. TRANSPORTER GODOWN/RLY.GODOWN AS THE CASE MAY BE.
3. RATES QUOTED SHOULD BE GENERALLY ACCORDING TO THE ENCLOSED FORMAT(ANNEXURE 'Y') ALL TYPES OF ADDL.DISCOUNTS LIKE QTY., DISCOUNT(Q.D.), TURN OVER DISCOUNT(T.O.D.)CASH DISCOUNT(C.D.) ETC.IF ANY APPLICABLE SHOULD BE CLEARLY AND SEPERATELY INDICATED. HOWEVER, IF FOR ANY REASON GROSS OFFER RATES ARE INCLUSIVE OF GOVT. LEVIES LIKE E.D., S.T., ETC.THERE BREAKUP AND THE PERCENTAGE AT WHICH THE SAME HAVE BEEN INCLUDED MUST BE CLEARLY AND SEPERATELY MENTIONED TO ARRIVE AT BASIC RATE. IF THESE DETAILS ARE NOT GIVEN E.D. AT THE MAXIMUM RATE WILL BE CONSIDERED FOR COMPARISON OF RATES WITH OTHERS. RATES SHOULD BE FIRM TILL THE COMPLETION OF ORDER AND REDUCTION IN GOVT. LEVIES SHALL BE PASSED ON TO DTC.
4. RATES BE QUOTED AS PER STANDARD PAYMENTS TERMS i.e, "WITHIN 30 DAYS OF THE RECEIPT AND APPROVAL OF THE MATERIAL".
5. FOR EMD PLEASE SEE S.NO.5 OF TENDER TERMS & CONDITIONS.
6. PLEASE ALSO REFER TO ENCLOSED DOCUMENTS LIKE - ANNEX 'A', RATE FORMAT, I.E. ANNEX 'B' & GUIDELINES FOR TENDER ETC.

NOTE:- THIS FORM DURLY SIGNED AND CERTIFIED MUST BE SEALED INSIDE THE TECHNO COMMERCIAL BID ENVELOPE