

DELHI TRANSPORT CORPORATION



GOVERNMENT OF
NATIONAL CAPITAL TERRITORY OF DELHI
INDIA

**TENDER DOCUMENT
FOR SUPPLY & FIXING OF DARK FILM ON
WINDOW GLASSES OF AC LOW FLOOR CNG
BUSES**

Tender Document Number: CGM/SBU/94/2010

AUGUST' 2010

DELHI TRANSPORT CORPORATION,
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Cost of Tender Document: INR 500/-

Tender Document No. _____

**TENDER DOCUMENT
FOR
SUPPLY & FIXING OF DARK FILM ON WINDOW GLASSES OF AC LOW
FLOOR CNG BUSES
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CONTENTS OF RFP DOCUMENT

The Tender Document comprises of the following sections as listed below, and would additionally include any Addenda issued before the due date of submission of the Tender Document. Any reference to the Tender Document includes all the contents unless specifically mentioned otherwise.

Section I. Short Bid Invitation Notice (SBIN) and Key Details

Section II. Instructions to Bidders (ITB)

Section III. General Conditions of Contract (GCC)

Section IV. Schedule of Requirement (SOR)

Section V. Technical Specification (TS)

Section VI. Price Schedule, Bid Forms, Annexures and other Formats

Section VII. Section VIII.

Note: The Tender Document, if purchased by the Bidder is not transferable.

SECTION III: BID INVITATION NOTICE & KEY DETAILS

III-A. SHORT BID INVITATION NOTICE (SBIN) Tender Document No.: CGM/ SBU/ 94/ 2010

Delhi Transport Corporation invites sealed Tenders for the following for the forth-coming Commonwealth Games 2010 Delhi:

Brief Schedule of Requirements:

Description of Work	Tendered Quantity (in Nos.)	Eligibility	Bid Security	Due Date
Supply & Fixng of Dark Film (Garware Suncontrol NR Grey 5) on the Window Glasses of Air-conditioned Low Floor CNG Propelled Buses	574 Buses	Manufacturers or their authorized Agencies/ Firms/ Dealers having adequate experience in similar nature of work	Rs.40,000/-	27.08.2010

The successful firm will be required to complete the entire work within 15 days from the date of placing of orders. The Tender Document shall be issued during working days from 16.08.2010 to 26.08.2010 between 11.00 hours to 16.00 hours on payment of Rs.500/- (Non-Refundable) through Demand Draft in favour of Delhi Transport Corporation, Delhi or through cash from DTC's Tender Cell, Room No.207, IP Estate, New Delhi-110 002. The Tender Document can be downloaded from DTC's Website dtc.nic.in and in such cases, the Bidders will be required to deposit Cost of Tender Document at the time of submission of the Bid. The sealed Tender shall be submitted by 27.08.2010 upto 15.00 hours and the same will be opened at 15.30 hours on the same day in the presence of the Bidders who will choose to attend the opening of Tender. The Tender shall be submitted alongwith Bid Security/ EMD amounting to Rs.40,000/- through Demand Draft in favour of Delhi Transport Corporation, Delhi. The Tenders submitted without Bid Security shall be summarily rejected.

Chief General Manager, SBU

III-B. KEY DETAILS

Name of the Corporation	Delhi Transport Corporation (DTC), Government of NCT of Delhi
Date of issue of SBIN	16 th August, 2010
Authority and Place for purchase of Tender Document, Submission and Opening of Bids	Dy. Manager-(Tender Cell) Delhi Transport Corporation, Room No. 207, Tender Cell, DTC Head Quarters, IP Estate, New Delhi 110002
Authority and Address for seeking clarifications on the Tender Document	Chief General Manager, Strategic Business Unit, Delhi Transport Corporation, DTC Hauz Khas Bus Terminal, New Delhi 110 016 INDIA Fax No. 91-11-2685 1549 Email address: dtc@bol.net.in Website: http://dtc.nic.in
Last date for submission of queries / clarifications	20th August'2010
Bid Security Amount	INR 40,000/-
Last date and time for receipt of Bids	27th August'2010, 1500 Hours (IST)
Date & Time of opening of Bid	27th August'2010, 1530 Hours (IST)

Please note carefully the requirements for submitting Bids as set-forth in this Tender Document and the date and time for submission of Bids. Late or delayed Bids shall not be considered for evaluation and shall either not be received or returned

Section II
Instructions to Bidders (ITB)

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

A. INTRODUCTION

1. GENERAL

- 1.1 Delhi Transport Corporation (Government of National Capital Territory of Delhi), (hereinafter referred to as the Purchaser), invites sealed bids for 'Supply & Fixing of Dark Film on Window Glasses of Air-conditioned Low Floor CNG Buses' per "Schedule of Requirements" and other Terms & Conditions of the Tender Document having experience in executing similar projects.
- 1.2 Complete Bid (Separately sealed) in the prescribed forms should be submitted on or before the time and date fixed for submission of bid. Bid received after the stipulated time and date will not be entertained. Such bids will be, termed as late/ delayed bid and returned unopened.
- 1.3 Traders, Agents, Brokers and middlemen are not eligible for participation in the bid.

2. SCOPE:

The successful Bidder will be required to use specified quality dark film on all window glasses except front windscreen on DTC's Air-conditioned Low Floor CNG Buses positioned at various DTC Units in workman like manner within two weeks from the date of issue of the order.

3. ELIGIBILITY

The Manufacturers of dark films or their authorized agencies/ firms/ dealers having adequate experience in similar nature of work i.e. fixing of dark film on window glasses of the vehicles having sound financial & adequate manpower establishment to accomplish the work in two weeks time from the date of issue of the orders.

4. COST OF DOCUMENT

- 4.1. The Tender Document package is priced at Indian Rupees (INR) 500 (Rupees Five Hundred only) payable in cash or in the form of a Demand Draft drawn in favour of Delhi Transport Corporation, Delhi payable at Delhi. The Bidders who are downloading the Tender Document from DTC Website shall deposit the said cost of the Tender Document (in cash or in the form of a Demand Draft) along with the Bid. In the event of failure to deposit the requisite cost by such Bidder, his Bid shall not be processed further.

5. **COST OF BIDDING**

- 5.1. The Bidder shall bear all costs associated with the preparation and submission of Bid and DTC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

6. **CLARIFICATION TO TENDER DOCUMENT**

- 6.1. In the event that any Bidder requires any clarification of the Tender document, such Bidders are expected to send their queries to DTC in writing by Post, Courier, e-mail or by facsimile latest by 20.08.2010 by 17:00 hours (IST) at the address given below in order to enable DTC to have adequate notice of the said queries so that the same may be addressed:

Chief General Manager,
Strategic Business Unit,
DTC Hauz Khas Bus Terminal,
Delhi Transport Corporation, New Delhi 110 016, India
Fax No. +91-11-26851549, +91-11-23370877
Email address: dtc@bol.net.in , cgm_sbu@yahoo.com

- 6.2. Nothing in this section shall be taken to mean or read as compelling or requiring DTC to respond to any questions or to provide any clarification to a query. DTC reserves the right to not to respond to the questions it perceives as non-relevant which may be raised by a Bidder or not to provide clarifications if DTC in its sole discretion considers that no reply is necessary. No extension of Deadline for Submission of Bids will be granted on the basis or grounds that DTC has not responded to any question or not provided any clarification to a query.

B. **TENDER DOCUMENT**

7. **TENDER DOCUMENT**

- 7.1. The Tender Document consists of the following:
- Section I. Short Bid Invitation Notice (SBIN) and Key Details
 - Section II. Instructions to Bidders (ITB)
 - Section III. General Conditions of Contract (GCC)
 - Section IV. Schedule of Requirements (SOR)
 - Section V. Technical Specification
 - Section VI. Price Schedule (PS), Bid Forms, Annexures and other Formats
- 7.2. The Bidder is required to examine carefully all the contents/ pros & cons of the Tender Document including instructions, conditions, forms, terms and take them fully into account before submitting the bid. Failure to comply with the requirement(s) of Tender Document will be at the

Bidder's own risk & responsibility.

8. AMENDMENT OF TENDER DOCUMENT

- 8.1. As and when required prior to the freezing of the Tender document, DTC, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective Bidder, may modify the Tender Document by issuing amendment(s) to the Tender Document.
- 8.2. The amendment(s), in the form of an addendum will be sent to all prospective Bidders, by Registered Post/ Speed Post/ e-mail/ Courier/ Fax, who purchase the Tender Document. DTC will not be responsible for delay in postal delivery/ non-delivery etc., of any such amendment.
- 8.3. DTC reserves the right at his sole discretion to extend the deadline for submission of Bids.
- 8.4. Those Bidders who download the Tender Document from the website are advised to intimate immediately to the Purchaser that they have downloaded the Tender Document. This will enable DTC to send them any amendment made in the Tender Document. DTC shall not be responsible for non despatch of the amendments in Tender Document, if any, to the Bidders who have downloaded the Tender Document from the website and have not given intimation of the same to DTC.
- 8.5. If any amendment is effected in the Tender Document, only the amended Tender Document shall be final and determinative.

C. PREPARATION OF BIDS

9. LANGUAGE OF BID

- 9.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid, exchanged by the Bidder and DTC shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by a self authenticated accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

- 10.1. The Bidders shall along with the Bid, provide satisfactory evidence acceptable to DTC as given below:
 - a. The Bidder should be having experience of supply & fixing of dark film on window glasses of the vehicles.

- b. The Bidder shall furnish details of the staff and their experience.
 - c. The Bidder shall furnish proof of financial soundness.
- 10.2. In addition to the above, the Bidder, if required by the Purchaser, shall promptly furnish further information regarding his capability, and he would extend all cooperation to the representatives of DTC for assessing his capability.
- 10.3. Only eligible Bidders, who meet the eligibility criteria, need apply.

11. DOCUMENTS/ITEMS COMPRISING THE BID

- 11.1. The proposal submitted by the Bidder shall submit sealed Bid in Single Bid System as under:
- (i) Bid shall contain the prescribed Bid Form (**Annexure–2**), Bid Security/ EMD (**Annexure–3**) and all other documents as well as technical and commercial information required in accordance with the Tender Document.

11.2. Incomplete bids are liable to be rejected.

12. PRESCRIBED FORM FOR BIDDING

12.1. The Bidder shall submit his bid in the prescribed Form (**Annexure–2**).

13. BID SECURITY/ EARNEST MONEY DEPOSIT

- 13.1. **The Bidder shall furnish separate Bid security [hereinafter also referred to as "Earnest Money Deposit" (EMD)] for undertaking the project for Supply & Fixing of Dark Film on Window Glasses of AC Low Floor CNG Buses for DTC as part of his Bid.** Each bid security shall be sealed in a separate sealed envelope superscribed "Earnest Money Deposit for Bid No.CGM/SBU/94/2010 due on **27th August'2010** for undertaking the '**Project for Supply & Fixing of dark film on Window Glasses of AC Low Floor CNG Buses for DTC**' for the amount stipulated in the 'Schedule of Requirements'. This sealed envelope containing 'Earnest Money/ Bid Security' should be put inside the sealed cover of the Bid. The Earnest Money shall be in one of the following forms:
- i. Account payee Demand Draft/ Fixed Deposit Receipt (valid for 30 days beyond the validity of bid) in favour of Chairman-cum-Managing Director, Delhi Transport Corporation payable/ encashable at Delhi/ New Delhi (India) from any scheduled commercial bank, operating in India.

- ii. An irrevocable Bank Guarantee from a scheduled commercial bank [licensed by RBI hereinafter referred to as "Scheduled Bank"] in favour of Chairman-cum-Managing Director, Delhi Transport Corporation valid for a period of 30 days beyond the validity of the Bid, in the format prescribed in the RFP document. The Bank Guarantee should be encashable at Delhi/ New Delhi.
- 13.2. Any Bid not accompanied with valid Bid Security/ EMD in the acceptable form will be liable to be rejected by DTC as being non-responsive.
- 13.3. The Bid shall remain valid and open for acceptance for a period of 60 days from the specified date of opening. The Bank Guarantee/ Account Payee Demand Draft/ Fixed Deposit Receipt towards Earnest Money/bid security shall remain deposited with the Purchaser for a period of 90 days from the date of opening of bids. If the validity of bid is extended, the Bidder shall get the terms of the Earnest Money Fixed Deposit Receipt/ Bank Guarantee extended by such period as the bid has been extended and shall furnish the same to DTC not later than 15 days from the date of the notice of the extension of the bid.
- 13.4. The Bid Security should be furnished in Indian Rupees (INR)
- 13.5. No interest will be payable by DTC on the Bid Security.
- 13.6. The Bid Security is liable to be forfeited if the Bidder withdraws or amends or impairs or derogates from the Bid in any respect within the period of validity of its bid. The decision of Purchaser in this respect shall be final and binding.

14. DISCHARGE OF BID SECURITY OF UNSUCCESSFUL BIDDER(S)

- 14.1. The Bid Security of unsuccessful Bidders will be discharged / returned as promptly as possible after the expiry of Bid validity and latest by the 30th (thirtieth) day of the signing of the Contract by DTC.

15. DISCHARGE OF BID SECURITY OF SUCCESSFUL BIDDER(S)

- 15.1. The Bid Security of the Successful Bidder(s) shall be discharged only after the Successful Bidder(s) furnishes the Contract Performance Security as required.
- 15.2. If the successful Bidder(s) fails to furnish the Contract Performance Security as specified in the 'General Conditions of Contract', then the Bid Security shall be liable to be forfeited by the Purchaser, in addition to any other actions as per terms and conditions stipulated in the Tender Document.

D. SUBMISSION OF BIDS

16. PRICE BASIS, DELIVERY SCHEDULE & PAYMENT TERMS:

- 16.1. Financial proposal should contain the 'Price Schedule' in the format prescribed in **Annexure-1**. All prices should be quoted in Indian Rupees by the Bidder, who intend undertake the said project for DTC.
- 16.2. The price quoted shall be firm and not subject to any upward variation except for the variation in statutory levies & duties.
- 16.3. **Project Period:** The Bidders must quote delivery terms as specified in General Conditions of Contract and Schedule of Requirements.

17. BID VALIDITY

- 17.1. The Bid shall remain valid and open for acceptance for a period of 60 days from the specified date of bid opening.
- 17.2. In exceptional circumstances prior to expiry of the original bid validity period, DTC may request the Bidder for extension in the period of validity. The request and response thereto shall be made in writing by fax followed by confirmation copy by post. A Bidder may refuse the request without becoming liable for forfeiture of Earnest Money. However, a Bidder agreeing to the request of extension in the bid validity period will be required to extend the validity of his bid guarantee suitably. Moreover, the Bidder agreeing to the request will not be permitted to modify his Bid.

18. FORMAT AND SIGNING OF BID

- 18.1. The Bidders shall submit Bids in the prescribed format. The Bid shall be superscripted as 'Bid No. CGM/SBU/94/2010 to be opened at 1530 hours on 27th August'2010 - Bid for the **Project of Supply & Fixing of dark film on Window Glasses of AC Low Floor CNG Buses for DTC**'.
- 18.2. The Bidder shall prepare 2 copies of the Bid clearly marking each as 'Original', & 'Copy'. In the event of any discrepancy between them, the original shall govern.
- 18.3. The original and all copies of the bid/bids shall be typed or written neatly in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The Letter of Authorization shall be indicated by written Power-Of-Authority accompanying the Bid/ Bids. The person or persons so authorized for signing the bid/ bids shall initial all pages of the Bid/ Bids including printed literature. Each page of the bid/bids must be numbered at the right hand top corner.

18.4. The bid/ bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialled by the person or persons signing the Bid.

18.5. All prices and other information like discount etc. having a bearing on the Price shall be written both in figures and words in the prescribed Bid Form. In case of discrepancy, the price given in words shall be considered.

19. **SINGLE BID SYSTEM**

19.1. Bidders shall submit bid in one packet i.e.:

Packet: Bid shall consist of the Bid Proforma (**Annexure-1**), Earnest Money and all other documents as well as all technical and commercial information required in accordance with the Tender Document.

All details shall be furnished in the offer. Bidder shall quote separately for all the items mentioned in the 'Schedule of Requirements' and as specified in the 'General Conditions of Contract' in the Price Schedule format as given at **Annexure-1**.

20. **SEALING AND MARKING OF BIDS**

20.1. The Bidders shall mark & seal the Bids for as under:

The Bid should be submitted in 2 complete sets [marked Original & Copy]. Each set shall be as under:

Bid for **Project for Supply & Fixing of Dark Film on Window Glasses of AC Low Floor CNG Buses for DTC** from _____ (Name of the Bidder) against Tender Document No. CGM /SBU/94/2010 - to be opened at 1530 hours on 27th August'2010.

21. **DEADLINE FOR SUBMISSION OF BIDS**

21.1. Bids complete in all respects must be received by DTC at the address given in the 'Short Bid Invitation Notice', not later than the time & date indicated therein. DTC may, at his discretion, extend this deadline for the submission of bids by amending the Bid Document and in that case all rights and obligations of DTC and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

21.2. Bids may be submitted in person to DTC or sent through Post or Courier Service. Purchaser shall not be responsible for and shall not take any cognizance of delay in transit. The bids should reach DTC before the

deadline time and date stipulated in the Bid Invitation Notice.

- 21.3. Bids sent through fax or through other means of transmission which can not be delivered in a sealed envelope shall be rejected.

22. **LATE/ DELAYED BIDS**

- 22.1. Any Bid received by DTC after the prescribed deadline will be returned unopened to the Bidder and shall be deemed disqualified and thus rejected.

23. **MODIFICATION AND WITHDRAWAL OF BIDS**

- 23.1. The Bidder may modify or withdraw his bid after submission but before the date and time fixed for submission of the bids, provided that the modification or withdrawal, in writing, is **RECEIVED** by DTC prior to the deadline prescribed for submission of Bids so as to open along with the original bids.

- 23.2. The Bidder's written modification or withdrawal duly sealed & marked should be delivered in accordance with the provisions of the Tender Document. The envelope should be superscribed "Amendment/ Withdrawal of Bid", giving the Bid No., Name of Work, deadline Time & Date of Opening.

E. BID OPENING AND EVALUATION

24. **BID OPENING**

- 24.1. The Bids of all the Bidders will be opened by DTC at time, date and place indicated in the Bid Document, in the presence of Bidders or their representatives who wish to attend the Bid opening. The Bidders' representatives, who are present, shall sign a register in evidence of their attendance. In the event of the specified date of bid opening being declared holiday for DTC, the bids shall be opened at the appointed time and location on the next working day.

- 24.2. The Bidder's name, Bid Amendment/ Withdrawals, if any, the presence or absence of the requisite Earnest Money and such other details as DTC or his authorised representative, at his discretion, may consider appropriate will be announced at the time of Bid opening.

25. **PROCESS TO BE CONFIDENTIAL**

- 25.1. After the public opening of Bids, information relating to the examination, clarifications, evaluation and comparison of Bids and recommendations concerning the Award of Contract shall be confidential and shall not be disclosed to other persons not officially concerned with such process.

Disclosure to any such persons shall be made in confidence and shall extend only so far as it may be deemed necessary for the purposes of such performance.

- 25.2. Any effort by a Bidder to influence DTC in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of Contract, may attract the Clause 35 of ITB.

26. CLARIFICATION OF BIDS

- 26.1. To assist in the examination, evaluation and comparison of Bids, DTC may, if necessary, ask Bidders individually for clarification of their Bids, including break-up of prices. The request for clarification and the response shall be in writing or by fax only and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 26.2. DTC reserves the right to inspect/ visit the premises/ offices/ manufacturing facilities of the Bidder to ascertain the Bidder's eligibility & his fulfilling the qualification criteria etc. as and when required during evaluation of bids.

27. DETERMINATION OF RESPONSIVENESS

- 27.1. DTC will determine whether each Bid is responsive to the requirements of the Bid Document.
- 27.2. A responsive Bid is one which conforms to all the terms & conditions of the Bid Document without any material deviation or reservation. "Deviation" may include exceptions, exclusions, qualifications, conditions, stated assumptions and alternative proposals not solicited. A material deviation or reservation is one which affects in any way the scope, quality, performance or administration of the contract by the Bidder, or which limits in any way, inconsistent with the Bid Document, DTC's rights or the Bidder's obligations under the contract, and the rectification of which would affect unfairly the competitive position of other Bidders presenting responsive Bids at reasonable prices.
- 27.3. If a Bid is not responsive to the requirements of the Bid Document it will be liable to be rejected by DTC.

28. EVALUATION AND COMPARISON OF BIDS

- 28.1. DTC will evaluate and compare only those Bids determined to be responsive to the requirements of the Bid Document.
- 28.2. The Bidders are required to provide all details, as these are required for evaluation purpose. Bids received without full & complete details are liable to be rejected. DTC will examine the Technical Bid to determine whether

they are complete, whether the requisite Bid Guarantee has been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

F. AWARD OF CONTRACT

29. AWARD CRITERIA

29.1. Subject to above, DTC will consider the Bidder whose Bid has been determined to be responsive, complete and in accordance with the Tender Document and whose offer on evaluation has been determined to be the best acceptable offer for award of contract for undertaking **Supply & Fixing of Dark Film on Window Glasses of AC Low Floor CNG Buses for DTC**. The original and all copies of the bid/bids shall be typed or written neatly in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The Letter of Authorization shall be indicated by written Power-Of-Attorney accompanying the Bid/ Bids. The person or persons so authorized for signing the bid/ bids shall initial all pages of the Bid/ Bids including printed literature. Each page of the bid/bids must be numbered at the right hand top corner.

29.2. The bid/ bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialled by the person or persons signing the Bid.

29.3. All prices and other information like discount etc. having a bearing on the Price shall be written both in figures and words in the prescribed Bid Form. In case of discrepancy, the price given in words shall be considered.

30. PURCHASER RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

30.1. DTC reserves the right to accept or reject any Bid, and to annul the Bid Process and reject all Bids without assigning any reason.

31. NOTIFICATION OF AWARD

31.1. Prior to the expiry of the period of Bid validity, DTC will notify the successful Bidder through fax to be confirmed in writing by Registered/ Speed Post/ Fax that his Bid has been accepted. This letter (hereinafter and in the General Conditions of Contract called 'Letter of Acceptance') shall name the sum which DTC will pay to the Contractor in consideration of undertaking **Supply & Fixing of Dark Film on Window Glasses of AC Low Floor CNG Buses for DTC** by the Contractor.

31.2. The Letter of Acceptance (LOA) despatched through 'Speed Post/ Registered Post/ Fax/ By Hand shall constitute the formation of the Contract and deemed to be a Purchase Order.

32. **SIGNING AND ACCEPTANCE OF LETTER OF ACCEPTANCE**

32.1. Upon receipt of the 'Letter of Acceptance', the successful Bidder shall return two copies of the Letter of Acceptance duly signed and stamped by his authorised signatory within 7 days from the date of despatch of Letter of Acceptance. However, the Contract shall be deemed to be concluded on the date of despatch of the 'Letter of Acceptance' by DTC.

32.2. Upon return of 'Letter of Acceptance' from the successful Bidder, Contract in accordance with the form of agreement prescribed with the Tender Document, would be signed by both the parties. The successful Bidder shall get the correct amount of Stamp Duty adjudicated, at Delhi in accordance with the applicable law, and submit the same in two copies duly stamped and executed within seven days from the despatch of 'Letter of Acceptance'. DTC will return one copy duly sealed and signed as a token of acceptance of contract agreement. Stamp Duty will be paid by the successful Bidder.

32.3. At the time of signing the Contract, the successful Bidder shall be required to give an undertaking in the form of AFFIDAVIT on Non-judicial Stamp Paper of appropriate value NOTORISED in conformity with the requirement of Clause-35 of ITB (**Annexure-'5'**), to the effect that they have not given any commission to any official of DTC/ Delhi Government or any other agencies engaged with the procurement process or indulged in any other corrupt or fraudulent practice in securing the Contract.

33. **PERFORMANCE SECURITY**

33.1. Within 7 days of despatch of the 'Letter of Acceptance' from DTC, the successful Bidder shall furnish to the Purchaser a Performance security for an amount equivalent to 5% of the Contract value in accordance with Clause 4 of General Conditions of Contract.

34. **ADDRESSES FOR CORRESPONDENCE**

34.1. Relevant addresses for various purposes regarding the Bid are given in the 'Tender Document'.

35. **CORRUPT PRACTICES**

35.1. Bidders are expected not to indulge in any corrupt and fraudulent practice. They are expected to observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, following definitions are relevant:-

- (i) "Corrupt Practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution; and
- (ii) "Fraudulent Practices" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid Prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

35.2. If it is found that Bidder(s) had engaged in corrupt/ fraudulent practice in securing and executing the Contract, the Purchaser reserves the right:

- (a) not to award Contract to such Bidder,
- (b) to cancel the Contract, if already awarded. In case of cancellation, the Purchaser shall be entitled to recover from the Bidder/ Contractor the amount of any loss arising from such cancellation in accordance with the provisions of the RFP Document. The Purchaser shall also have the right to forfeit the Performance Bank Guarantee of such Bidder, and
- (c) to ban the business dealing with the Bidder who engaged in such practices either indefinitely or for a specified period of time.

SECTION III

GENERAL CONDITIONS OF CONTRACT (GCC)

SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)

1. INTERPRETATIONS

In the contract, unless the context otherwise requires:

- 1.1. Words in the singular include the plural and vice-versa.
- 1.2. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- 1.3. The heading of these conditions shall not affect the interpretation or construction thereof of the Clause.
- 1.4. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.
- 1.5. Wherever Date & Period are specified in the RFP Document for completing some formalities/ tasks/ documentations etc, the commencement of the period prescribed for the said completion shall be reckoned from the date of despatch of the communication by DTC, even if mentioned otherwise anywhere else.

2. PARTIES TO THE CONTRACT AND THEIR OBLIGATIONS

- 2.1. The parties to the contract are the Contractor and DTC.
- 2.2. A person signing the bid or any other document in respect of the contract on behalf of the Contractor without disclosing his authority to do so, shall be deemed to have the authority to bind the Contractor to fulfil his obligations as mentioned in such bid or document. If it is discovered at any time that the person so signing has no authority to do so, DTC may, without prejudice to any other right or remedy of DTC, cancel the contract and make or authorise the making of a purchase of the buses at the risk and cost of such person and hold such person liable to DTC for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase.
- 2.3. Any approval that may be given by DTC or Inspecting Officer on behalf of DTC shall only be deemed to be the approval in principle. Notwithstanding such approval, the Contractor shall be fully and totally responsible for the satisfactory performance and compliance with contract terms.
- 2.4. In case of any inter-se conflict between any provisions / stipulations in the

Bid Document or in the Contract Document, the decision of DTC for interpretation / application would be final and binding.

3. CONTRACT

- 3.1. The contract shall be for undertaking **Supply & Fixing of Dark Film on Window Glasses of AC Low Floor CNG Buses for DTC** as per the Scope of Work, and as per the schedule set forth in the contract on the date or dates specified therein.
- 3.2. The whole contract is to be executed in the approved, substantial and workmanlike manner, to the entire satisfaction of DTC, who both personally and by its any person acting through or under DTC, shall have full power, at every stage of progress, to review the progress of work at such times as he may deem fit and to reject any of the work, which he may disapprove, and his decision thereon, and on any question of the true intent and meaning of the specifications shall be final and conclusive.

4. PERFORMANCE SECURITY

- 4.1. The Contractor shall furnish Performance security encashable at Delhi in the form of Account Payee Demand Draft/ Fixed Deposit Receipt or in the shape of a Bank Guarantee in the Proforma prescribed in the Tender Document (**Annexure- 6**) within 7 days from the date of despatch of the 'Letter of Acceptance' of the bid by DTC, for an amount equivalent to 5% of the value of the contract in Indian Rupees. The Bank Guarantee/ Fixed Deposit Receipt should be from any Scheduled Commercial Bank (licensed by RBI) or confirmed by any Indian nationalised bank. The Bank Guarantee/ Fixed Deposit Receipt should be drawn in favour of "Chairman Cum-Managing Director", payable at Delhi. The bank guarantee/ Fixed Deposit Receipt should be from any Indian nationalised bank or confirmed by any Indian nationalised bank. For calculating 5% amount, total contract value inclusive of duties and taxes will be taken into account. The Bank Guarantee shall be valid up to one month after the expiry of Contract period.
- 4.2. If the Bidder, having been called upon by DTC to furnish Performance Security, fails to furnish the same, it shall be lawful for DTC:-
 - (a) to recover from the Contractor the amount of Performance Security by deducting the amount from the pending bills of the Contractor under any contract with the Purchaser or the Government. or
 - (b) to forfeit the EMD and cancel the contract or any part thereof and to get the work or authorise the same at the risk and cost of the Contractor.

- 4.3. DTC shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Security in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfilment or performance in any manner whatsoever of the contract under reference or any other contract with DTC or any part thereof to the satisfaction of DTC. DTC shall also be entitled to deduct from the amount of the performance security any loss or damage which DTC may suffer or be put to by reason of or due to any act or other default, recoverable by DTC from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the amount of the performance security at its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that DTC shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contracts with DTC.
- 4.4. The Bank Guarantee shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the contract i.e. till satisfactory completion of entire services as per the Scope of Services. The Bank Guarantee shall be valid up to for a period of one month after expiry of the Scope of Services Period. On the performance and completion of the contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest and upon submission of no claim certificate.
- 4.5. As and when an amendment is issued to the contract, having an impact on amount and validity of Performance Security the Contractor shall, within seven days of the receipt of such an amendment furnish to DTC an amendment to the Bank Guarantee rendering the same valid for the contract as amended.
- 4.6. The Bank Guarantee and or any amendment thereto shall be executed on a stamp paper of requisite money value in accordance with the laws applicable in India by the party competent to do so.

5. DELIVERY

- 5.1. **Delivery Period**: The Contractor shall be required to complete the Work within two weeks from the date of issue of Letter of Acceptance.
- 5.2. DTC shall not be liable to render assistance to the Contractor in securing or in arranging or providing any other assistance from the various agencies as indicated in the Scope of Work.

6. FORCE MAJEURE

- 6.1. For purposes of this contract, Force Majeure means an event beyond the

control of the parties to the contract and not involving either party's fault or negligence and not foreseeable.

- 6.2. If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract because of an event rendering performance of obligations impossible which include acts of God, war, revolutions, hostility, civil commotions, strikes, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfilment of contract shall be postponed during the period when such circumstances are operative.
- 6.3. The party which is unable to perform its obligations under the present contract shall, within seven (07) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of any component etc or any price escalation or change in any duty, tax, levy, charge etc shall not be an excuse for the Contractor for not performing his obligations under this clause/ contract.
- 6.4. Any waiver/extension of time in respect of the delivery of any instalment or commissioning of buses shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries or commissioning of buses or completing balance portion of work for setting indigenous production facilities for the buses.
- 6.5. If such inability on account of Force Majeure to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to contract terms.
- 6.6. The Contractor shall not be liable for forfeiture of his Performance Security, and to the extent that delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure.

7. CORRUPT PRACTICES

- 7.1. The Bidder/ Contractor shall not offer or give or agree to give to any person in the employment of DTC or working under the orders of DTC any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser or for showing any favour or forbearing to show disfavour to any person in relation to the contract or any other contract with DTC. Any breach of the aforesaid condition by the Bidder/ Contractor, or any one employed by him or acting on his behalf, under chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants,

shall entitle DTC to cancel the contract and all or any other contracts with the Contractor and to recover from the Bidder/ Contractor the amount of any loss arising from such cancellation in accordance with the provisions as applicable.

- 7.2. Any dispute or difference in respect of either the interpretation, effect or application of the above sub-clause or of the amount recoverable there under by the Purchaser from the Bidder/ Contractor, shall be decided by DTC, whose decision thereon shall be final and binding on the Bidder/ Contractor .

8. INSOLVENCY AND BREACH OF CONTRACT

- 8.1. DTC may at any time, by notice in writing summarily determine the contract without compensation to the Bidder/ Contractor in any of the following events, that is to say :-

- a. if the Bidder/ Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency 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 Bidder/ Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the Debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders 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 or shall accrue thereafter to DTC and provided also the Contractor shall be liable to pay to DTC any extra expenditure he is thereby put to and the Bidder/ Contractor shall, under no circumstances, be entitled to any gain on repurchase.

9. LAWS GOVERNING THE CONTRACT

- 9.1. This contract shall be governed and interpreted in accordance with the laws of India.
- 9.2. Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made in Delhi

(India) from where the 'Letter of Acceptance' of the bid has been issued and where the contract is to be performed by supplying, commissioning and maintaining the buses.

- 9.3. Jurisdiction of Courts. - The Courts of Delhi (India), the place from where the 'Letter of Acceptance' of the bid has been issued (Delhi) and where the contract is to be performed by supplying, commissioning and maintaining of the buses, alone shall have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.
- 9.4. Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970.

10. SETTLEMENT OF DISPUTE AND ARBITRATION

10.1. Amicable Resolution

- (a) Save where expressly stated otherwise in this Contract, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Contract between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth in sub-clause (b) below.
- (b) Either Party may require the Dispute to be referred to Chairman, DTC for amicable settlement. Upon such reference, both the Parties and the Chairman or his nominee (who can be an employee of DTC dealing with the Contract or otherwise) shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably resolved within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions given below.

10.2. Arbitration

(a) Arbitrators

Any Dispute which is not resolved amicably as provided in Clause 20.1(a) shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a committee of 3 (three) arbitrators chosen from a panel of arbitrators on the list of arbitrators available with or furnished by DTC. 1 (One) arbitrator is to be chosen by each Party and the third, who shall be the Chairman to be appointed by the 2 (two) arbitrators chosen by the Parties. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration and Conciliation Act, 1996.

(b) Place of Arbitration

The place of arbitration shall be New Delhi, India.

(c) Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

(d) Procedure

The procedure to be followed in the arbitration by the Arbitral Tribunal shall be in accordance with the Arbitration & Conciliation Act, 1996 and as may be decided by the Arbitral Tribunal.

(e) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any Court or Tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

(f) Fees and Expenses

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties equally subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.

(g) Performance during Arbitration

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Contract without prejudice to a final adjustment in accordance with such award

11. SECRECY

11.1. Any information obtained in the course of the execution of the contract by

the Contractor , his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.

- 11.2. Any breach of the aforesaid conditions shall entitle DTC to cancel the contract at the risk and cost of the Contractor.

12. CONTRACTOR'S RESPONSIBILITY

- 12.1. The Contractor shall be entirely responsible for the execution of the contract strictly in accordance with the terms of the General Conditions of Contract, Instruction to the Bidders and other conditions of contract.

13. PAYMENT TERMS

The payment will be released on satisfactory completion of the work in the lot of 100 buses or part thereof after making deductions towards taxes etc. as applicable.

14. AMENDMENTS

- 14.1 DTC, without prejudice, can make amendments, and/ or modifications in the Contract in writing.

15 PURCHASER ADDRESS

- 15.1 The list of addresses to which correspondence/ notices and documents relating to the Contract should be sent is as under:

- i) For all policy, contractual and commercial matters:
 - (a) Prior to the award of the Contract: Chairman-cum-Managing Director, Delhi Transport Corporation, IP Estate, New Delhi -110 002. (Fax No. 011-23370877).
 - (b) After the award of the Contract: Chief General Manager, DTC Hauz Khas Terminal, Delhi Transport Corporation, New Delhi 110 016, INDIA, Fax No. 91-11-23378188, 26851549, Email address: dtc@bol.net.in, cgm_sbu@yahoo.com
- ii) For matters relating to Specifications: Chief General Manager, DTC Hauz Khas Terminal, Delhi Transport Corporation, New Delhi 110 016, INDIA, Fax No. 91-11-26851549, Email address: dtc@bol.net.in cgm_sbu@yahoo.com
- iii) For matters relating to billing: Senior Manager (SBU), DTC Hauz Khas Terminal, Delhi Transport Corporation, New Delhi 110 016,

INDIA, Fax No. 91-11-26851549, Email address: dtc@bol.net.in,
cgm_sbu@yahoo.com

SECTION IV
SCHEDULE OF REQUIREMENTS (SOR)

SECTION IV: SCHEDULE OF REQUIREMENTS (SOR)

BID No. CGM/SBU/94/2010 to be opened on 27.08.2010 at 1530 Hours (IST)

Item No.	Description of Work	Tendered Quantity (in Nos.)	Period of Completion	Consignee	Bid Security
1.	Supply & Fixng of Dark Film on the Window Glasses of Air-conditioned Low Floor CNG Propelled Buses	574 Buses	Two (2) Weeks from the Date of Issue of Letter of Acceptance.	Dy. CGM, SBU, Strategic Business Unit, Hauz Khas Bus Terminal, New Delhi-110016, India.	Indian Rupees 40,000/-

NOTES:

1. Bid shall be submitted in Single Bid System in duplicate and each set shall be complete in all respect. The bids shall be received in the office of the Dy. Manager (Tender), Tender Cell, Room No.207, Delhi Transport Corporation, IP Estate, New Delhi - 110 002 up to the Time and Date mentioned in Short Bid Invitation Notice.
3. ATTENTION OF THE BIDDERS IS INVITED TO THE "CLAUSE-13 OF INSTRUCTIONS TO BIDDERS" REGARDING DEPOSIT OF EARNEST MONEY/ BID SECURITY. ANY BID NOT ACCOMPANIED WITH EARNEST MONEY IN ONE OF THE APPROVED MODES SHALL BE SUMMARILY REJECTED.
4. Bidders shall quote the Price as per **Formats-1** of **Section-VI** of Tender Document and give the detailed break up of the Quoted Price.
5. The Bidders shall quote on the basis of "Instructions to Bidders", "General Conditions of Contract" and "Schedule of Requirements" given in the Tender Document.
6. The Bidders shall quote as per the Technical Specification complete in all respects.
7. In case, the last Date of Bid Submission/ Opening falls on a Gazetted Holiday or the said Date is subsequently declared a Holiday after the Date of Publication of Tender Document, the last

Date for Submission/ Opening of the Bids shall be the next working day at the appointed Time.

8. Bids from traders, agents, brokers and middlemen will not be accepted.
9. BIDS NOT ACCOMPANIED BY BID SECURITY AND BIDS FROM AGENTS, BROKERS AND MIDDLEMEN SHALL BE SUMMARILY REJECTED. However, Bidders who download the Tender Document and submit the Cost of Tender Document along with the Bid, their Bids will be considered.
10. BIDS SENT THROUGH FAX AND/ OR OTHERWISE INCOMPLETE BIDS SHALL BE SUMMARILY IGNORED.
12. The Bidders shall be required to certify/ give an undertaking to the effect that the Rates Quoted are minimum/ reasonable & they have not quoted/ charged lower Rates from any other Government Departments/ State Transport Undertakings of India for the same work conforming to same specifications.

SECTION V
TECHNICAL SPECIFICATION

SECTION V: TECHNICAL SPECIFICATION

1. TECHNICAL SPECIFICATION

1.1 Garware Suncontrol Window Non-reflective Film NR Grey 5 or equivalent make meeting the following specification shall be used for all the glass windows except front windscreen of DTC's Air-conditioned Low Floor CNG Propelled City Buses:

1.1.1 Thickness of Film (Microns):	25
1.1.2 % Visible Light Transmittance:	04
1.1.3 % Visible Light Reflectance:	07
1.1.4 % Solar Energy Transmittance:	42
1.1.5 % Solar Energy Reflectance:	06
1.1.6 % Solar Energy Absorbance:	52
1.1.7 Shading Coefficient:	0.66
1.1.8 Emmissivity:	0.86
1.1.9 U Factor:	1.12
1.1.10 % Ultra Violet Transmittance:	<2
1.1.11 % Total Solar Energy Rejected:	43
1.1.12 % Glare Reduction:	95

1.2 The Contractor shall be fully responsible about the quality of Dark Film as per the above specifications.

1.3 The Dark Film shall be fixed/ pasted aesthetically on window glasses in a workman like manner.

1.4 While fixing the Dark Film, no damage shall be made to the buses and after pasting of the film, the bus should be cleared/ cleaned of the waste material/ residual material which should be properly disposed off by the Contractor. The Contractor shall be responsible for the damage, if any and for cleanliness in executing the project on DTC's AC LF CNG Buses.

SECTION VI

PRICE SCHEDULE, BID FORM, ANNEXURES AND OTHER FORMATS

ANNEXURE-1

PRICE SCHEDULE FOR UNDERTAKING PROJECT FOR SUPPLY & FIXING OF DARK FILM ON WINDOW GLASSES OF AIR-CONDITIONED LOW FLOOR CNG BUSES FOR DTC.

The Chairman-cum-Managing Director
Delhi Transport Corporation,
IP Estate, New Delhi - 110 002.

Reference: Bid No. CGM/SBU/94/2010

Date of Opening 27th August'2010

We, M/s (Name of the Bidder/ Firm) hereby certify that we shall undertake the Project for Supply & Fixing of Dark Film on Window Glasses of Air-conditioned Low Floor CNG Buses for DTC.

We hereby offer to provide the following services at the price indicated below:-

A. PRICES (IN INDIAN RUPEES-INR):

Item No.	Description	Quantity and Unit	DDP Destination Price (Purchaser's various Units in Delhi)	Total DDP Destination Price (Purchaser's various Units in Delhi)
1	2	3	4	5 = 3 x 4
1	Supply & Fixing of Dark Film on Window Glasses of Air-conditioned Low Floor CNG Buses	574		

Total Price in Words in INR

Break up of Price in 'Column-4' (Indian Rupees-INR)

Basic Price	Packing Charges, if any	Excise Duty	Other levies	Sales Tax	Forwarding Charges	Insurance Charges	Freight to Destination	Any other Charges	DDP Destination (Purchaser's Central Workshop-I, Delhi) Price Per Unit
1	2	3	4	5	6	7	8	9	10

1. It is hereby certified that we have understood the Instructions to Bidders, General Conditions of Contract, Schedule of Requirements and all other terms and conditions given in the Tender Document and have thoroughly examined the Terms given in the Tender Document. We are fully aware of the services required and our offer is to provide services strictly in accordance with the requirements and according to the terms of Tender Document. We agree to abide by the conditions of the Tender Document.
2. We hereby offer to provide the services detailed above or such portion thereof as DTC may specify in the Letter of Acceptance/ Contract at the price quoted and agree to hold this offer open for acceptance for a period of 60 days from the Date of Opening of Tender.

NOTE:

- (i) In case of discrepancy between Unit Price and Total Price, the Price as favourable to DTC shall prevail.
- (ii) In case of difference between the Price in figures & words, the Price quoted in words will prevail.
- (iii) Instructions contained in the 'Instructions to Bidders', 'General Conditions of Contract' & 'Schedule of Requirements' may be carefully studied before filling up this 'Price Schedule'.
- (iv) Service Tax, if applicable, should be quoted clearly.

SIGNATURE AND SEAL
OF THE BIDDER

ANNEXURE - 2

PROFORMA FOR SUBMISSION OF BID

(Note: The Appendix forms part of the Bid)

Bidders are required to fill up all the blank spaces in this Bid Proforma and its enclosures.

Bid No. CGM/SBU/94/2010

Date of Opening: 27.08.2010

The Chairman-cum-Managing Director
Delhi Transport Corporation,
I.P. Estate, New Delhi-110 002.

1. Having examined the 'Instructions to Bidders' 'General Conditions of Contract', 'Schedule of Requirements' and the Proformas/ Annexures (Section VI & VIII) for the above Bid, we the undersigned (Complete address as given hereunder, offer to undertake the Project for Supply & Fixing of Dark Film on Window Glasses of Air-conditioned Low Floor CNG Buses for DTC and Guarantee the whole of the said Scope of Work in conformity with the said Conditions of Contract and Terms for the sum mentioned in Price Schedule of the bid submitted or such other sum as may be ascertained in accordance with the conditions. The details of the items/ services for which we have submitted our Bid and for which we have quoted the rates in our Price Schedule are given in Annexure-1.
2. We acknowledge that this Annexure forms an integral part of the Bid. We also confirm acceptance of Proformas/ Annexure given in Section-VIII of the Tender Document.
3. We undertake, if our Bid is accepted, we shall commence the services for undertaking Project for Supply & Fixing of Dark Film on Window Glasses of Air-conditioned Low Floor CNG Buses for DTC as per the Scope of Services as per delivery schedule offered by us to complete the same as per the Delivery Schedule as given in Annexure-VI and to guarantee satisfactory working of the Contract/ fulfil our obligations under the Contract for the period as per Tender Document.
4. If our Bid is accepted we will furnish a Bank Guarantee for Performance as Security for the due performance of the Contract. The amount and form of such guarantee will be in accordance with 'General Conditions of Contract'.
5. We agree to abide by this Bid for a minimum period of **60 days** from the date of opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.

6. This bid, together with any further clarification/ confirmation given by us and your written acceptance thereof, shall constitute a binding contract between us.

9. We understand that you are not bound to accept the highest/ best offer or any offer you may receive against this bid. We also agree that you may change/ modify the evaluation criteria as specified in the Tender Document.

10. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

Dated _____ day of August'2010

Signature & Name: _____ in the capacity of
_____ duly authorised to sign Tenders for and on
behalf _____ of

Address

Witness:

Signature

Name _____

Address _____

Occupation _____

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY/ BID SECURITY

(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)

To,

The Chairman-cum-Managing Director
Delhi Transport Corporation,
IP Estate, New Delhi-110 002.

Bid No. CGM/SBU/94/2010

Date of Opening: 27.08.2010

1. KNOW ALL MEN by these presents that we _____ of _____ (Name of Bank) having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ (hereinafter called "the Purchaser") in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

2. **WHEREAS** _____ (NAME OF BIDDER) (hereinafter called "the Bidder") has submitted its bid dated _____ against Purchaser's Bid No. CGM/SBU/94/2010, Due on 27th August'2010. hereinafter called "the Bid".

AND WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of

AND WHEREAS _____ (Name of Bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained without demur.

3. We further agree as follows:

- (a) That DTC may without affecting this guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between DTC and the Bidder.
- (b) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.

- (c) That any account settled between the Purchaser and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- (d) That this guarantee commences from the date hereof and shall remain in force till:
 - i) the Bidder in case its bid is accepted by DTC, executes a formal agreement after furnishing the Performance Guarantee as per Clause ___ of "Instructions to Bidders", or
 - ii) Thirty days after the date of validity or the extended date of validity of the bid, as the case may be:
- (e) That the expression 'the Bidder' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

4. **THE CONDITIONS** of this obligation are:

- (a) if the Bidder withdraws its Bid during the period of Bid validity specified in the Form of Tender, or
- (b) if the Bidder does not accept the correction/s of its bid price in terms of the Instructions to Bidders.
- (c) if the Bidder having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:
 - i) fails or refuses to furnish the Performance Security in accordance with Instructions to Bidders, and/ or
 - ii) fails or refuses to enter into a Contract within the time limit specified in the Instructions to Bidders, and/ or
 - iii) fails in any manner whatsoever to perform any act or do anything as may be required of Bidder in terms of Instructions to Bidders and/ or Letter of Acceptance.

We hereby undertake to unconditionally and irrevocably, without demur or any further requirement, forthwith pay to DTC at DELHI the above amount upon receipt of DTC, first written demand, without DTC having to substantiate its demand provided, however, that such written demand will note that the amount claimed by DTC is due to the Purchaser as a result of occurrence of the condition(s) in Clause-___ of this Guarantee.

SIGNATURE OF _____
AUTHORISED OFFICIAL OF THE BANK

SIGNATURE OF THE WITNESS _____ NAME OF OFFICIAL _____
DESIGNATION _____

NAME OF THE WITNESS

STAMP/ SEAL OF THE BANK

ADDRESS OF THE WITNESS

ANNEXURE – '4'

PROFORMA OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made on the <Date> between Delhi Transport Corporation (DTC) having principle place of business at Strategic Business Unit, Hauz Khas Bus Terminal, Delhi Transport Corporation, New Delhi-110 016 hereinafter called "DTC" of the one part and M/s. <Name of the Contractor> having its principle place of business at hereinafter called "the Contractor" of the other part.

WHEREAS DTC is desirous that certain Services should be provided by the Contractor, viz. undertaking Project for Supply & Fixing of Dark Film on Window Glasses of Air-conditioned Low Floor CNG Buses for DTC as per the Scope of Services of the Contract and has accepted the Bid submitted by the Contractor for these services.

NOW

THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents of DTC's Global RFP No.CGM/SBU/94/2010 & the Contractor's Bid No. Dated shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Instructions to Bidders
 - b. General Conditions of Contract
 - c. Prices Schedule as submitted by Contractor/ Bidder along with their Bid
 - d. Contractor Bid No..... dated..... submitted in Annexure-2 of Section-VIII of Tender Document with Annexure & subsequent letters.
 - e. Letter of Acceptance bearing No. CGM/SBU/94/2010/___ dated and terms and conditions.
 - f. Amendments in the Contract, if any.
 - g. Other conditions agreed to and documented as listed below:
 - h. Bid's Commercial Terms
 - i. Agreed Bidder's Time Schedule for execution of Contract
 - ii. Warranty for the Buses
 - iii Any other conditions as applicable
3. In consideration of the payments to be made by DTC to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the

Purchaser to provide the services and guarantees the same to be in conformity in all respects with the provision of the Contract.

4. DTC hereby covenants to pay the Contractor in consideration of the provision of services and guarantee of the same, the Contract Price at the times and in manner prescribed by the Contract.
5. The Contractor agrees that the essence of Contract and other contractual obligation shall become effective from the date of Letter of Acceptance i.e. LOA. The Contractor further agrees that pre estimated damages mentioned in Tender Document, are fair and genuine pre-estimate and not by way of penalty. The Contractor shall not dispute the same in future in any manner.

IN WITNESS WHEREOF the parties here have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the said

By the said

Name
On behalf of the Contractor

Name
On behalf of the Contractor

In the presence of
Witness
Name

In the presence of
Witness.....
Name

.....
Address.....
.....

.....
Address.....
.....

AFFIDAVIT PROFORMA

(On Non-Judicial Stamp Paper of appropriate value Notarized separately)

An agreement has been entered between Delhi Transport Corporation, Govt. of NCT of Delhi (herein after called as 'DTC') and M/s _____(complete address) (herein after called as 'Contractor') vide LOA No. _____ dated _____ for supply of _____.

WHERE AS Clause 33.3 of 'Instructions to Bidders' require for an undertaking in conformity with the requirement of Clause-36 of 'Instructions to Bidders', to the affect that the Contractor has not given any commission to any official of the DTC/ Delhi Government or any other agencies engaged with the procurement process of indulged in any other corrupt or fraudulent practice in securing the Contract.

NOW, THEREFORE, the Contractor Solemnly affirm and declare on oath that we have not given any commission to any official of DTC / Delhi Government or any other agencies engaged with the procurement process or indulged in any other corrupt or fraudulent practice in securing the Contract in conformity with the requirement of Clause-36 of 'Instructions to Bidders' of the Tender Document of above LOA.

AND THEREFORE verified at Delhi on this date of _____ 2010 that the contents of my affidavit are true, no part of it is false and nothing material has been kept concealed, which is given duly signed and sealed unconditionally and without any demur or reservation or protest.

SIGNATURE AND SEAL OF THE BIDDER

WITNESS

**PROFORMA OF BANK GUARANTEE FOR 5% CONTRACT VALUE
TOWARDS PERFORMANCE GUARANTY/ SECURITY**

The Chairman-cum-Managing Director,
Delhi Transport Corporation,
IP Estate, New Delhi - 110 002.

Contract No. Date

1. This Deed of Guarantee made this day of _____ between Bank of _____(hereinafter called the "Bank") on the one part, and * _____(hereinafter called "DTC") of the other part.
2. Whereas **Chairman-cum-Managing Director, Delhi Transport Corporation** has awarded the Contract for (**Description of Item**). (hereinafter called the Contract) to:
_____ (Name of Contractor) (hereinafter called the Contractor).
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Purchaser a Performance Security for a total amount of Rs. _____ (Amount in Figures and words).
4. NOW, WE THE UNDERSIGNED _____(Name of Bank)_____ do hereby unconditionally and irrevocably undertake to pay to DTC an amount not exceeding Rs. _____ (Rupees _____ only) without any demur, merely on a demand in writing from the Purchaser stating that the amount claimed is due and payable by the Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We, the Bank, further undertake to pay to DTC any money so demanded notwithstanding any dispute raised by the Contractor in any manner whatsoever and our liability under these presents is absolute, unconditional, unequivocal and irrevocable.
5. We, the Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement.
6. This Guarantee is valid for a period of _____ (Duration in calendar months in figures and words) from the date of signing. (The initial period for which this Guarantee will be valid

must be for at least one month (1) month longer than the anticipated expiry date of as stated in the 'General Conditions of Contract'. We undertake not to revoke this guarantee during its currency without the written consent of DTC.

7. At any time during the period in which this Guarantee is still valid, if DTC agrees to grant a time extension to the Contractor or if the Contractor fails to complete the works within the time of completion as stated in the Contract, or fails to discharge itself of the liability or damages or debts as stated above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by DTC and at the cost of the Contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. The neglect or forbearance of DTC in enforcement of payment of any money, the payment whereof is intended to be hereby secured or the giving of time by DTC for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. We, the Bank, undertake not to revoke this Guarantee except with the previous consent of DTC in writing. This Guarantee shall be valid up to _____ and we undertake to renew/extend this Guarantee from time to time till the completion of performance by the Contractor of its obligations under the Contract and/or as demanded by DTC.
11. The expressions "the Purchaser", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assignees.

In witness whereof I/ We of the Bank have signed and sealed this guarantee on the _____day of _____2010 _____ being herewith duly authorised.

For and on behalf of the _____Bank

Signature of authorised Bank official
Name :
Designation :
Stamp/Seal of the Bank :

Signed, sealed and delivered
for and on behalf of the Bank
by the above named _____
in the presence of :

Witness 1.

Signature
Name
Address

Witness 2.

Signature
Name
Address