

**DELHI TRANSPORT CORPORATION
(GOVT. OF N.C.T. OF DELHI)
B.B.M. COMPLEX : DELHI-9**

TENDER FORM

NON TRANSFERABLE

TENDER FORM No. _____

NAME OF THE FIRM IN WHOSE FAVOUR
TENDER FORM HAS BEEN ISSUED

M/s. _____

THE CHAIRMAN-CUM-M.D.,
DELHI TRANSPORT CORPORATION,
I.P.ESTATE, NEW DELHI – 2.

PRICE OF FORM Rs. 500/- ONLY
SEAL OF THE OFFICE
SIGN. OF THE ISSUING OFFICER
EARNEST MONEY 5% OF TOTAL
SALE VALUE QUOTED SUBJECT TO
MINIMUM OF Rs.10,000/-

DUE DATE
26-03-2010

TIME
12.00 Hrs.

DEAR SIR,

1. HAVING NOTED & INSPECTED THE RUBBER DUST FOR ACCUMULATED AND FUTURE ARISING QUANTITY AND HAVING SATISFIED MYSELF/OURSELF REGARDING THE QUANTITY,QUALITY & OTHER PARAMETERS. I/WE HEREBY SUBMIT OUR TENDER FOR THE PURCHASE OF RUBBER DUST FOR ACCUMULATED AND FUTURE ARISING QUANTITY.ON 'AS IS WHERE IS BASIS' .

2. I/ WE HEREBY QUOTE THE FOLLOWING RATES FOR THE PURCHASE OF SAID ITEM FOR ACCUMULATED AND FUTURE ARISING QUANTITY.

Item	ACCUMULATED QTY. & FUTURE ARISING			EMD @ 5% OF TOTAL SALE VALUE QUOTED (RS.)	
	Qty. (MT)		Rate Rs./MT		Amount (for total Qty. of Accum. & Future arising) (Rs).
	Accumulated	Future arising			
Disposal of RUBBER DUST	35	150 (APPROX.)			

3. I/WE HEREBY AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS ATTACHED HERewith AS STIPULATED BY DTC AND KEEP THE OFFER OPEN FOR 120 DAYS FROM THE DATE OF OPENING OF THE TENDER.

4. THE AMOUNT OF EARNEST MONEY i. e. Rs. _____ HAS BEEN DEPOSITED VIDE CR No. _____ DATED _____ (ENCLOSED)OR _____ PAYORDER/ DEMAND DRAFT No. _____ DATED _____ DRAWN ON _____ WHICH IS STRICTLY AS PER TERMS AND CONDITION OF THE TENDER.

YOURS FAITHFULLY,

WITNESS :

1. SIGN. _____
ADDRESS. _____

SIGNATURE OF TENDERER _____
NAME INBLOCK LETTERS

2. SIGN. _____
ADDRESS. _____

FIRMS' FULL ADD. _____
WITH SEAL _____
FAX/TELE No. IF ANY _____

PLEASE NOTE : (i) NO SALE TAX IS APPLICABLE.
(ii) MUST INDICATE ONLY THE RELEVANT VALUES IN RESPECTIVE COLUMNS
(iii) RATES MUST ONLY BE QUOTED IN TENDER FORM ONLY & NO WHERE ELSE.

DELHI TRANSPORT CORPORATION
(A GOVT. OF N.C.T. OF DELHI)
I.P.Estate : DELHI-2

IMPORTANT

Details of Bank Account to be furnished along-with tender

1. Name of the Firm. -
2. Address. -
3. Bank Account No. -
4. Bank's Micr-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 _____
TELE No. IF ANY

DELHI TRANSPORT CORPORATION
(A GOVT. OF N.C.T. OF DELHI
TERMS AND CONDITIONS OF RUNNING RATE TENDER

Tenders should be submitted to the Chairman-cum-M.D, DTC Head Qrs., I.P.Estate, New Delhi-110002 in a sealed cover super-scribed on the left corner of the envelope "Tender for the purchase of RUBBER DUST . The tender should reach the Tender Cell, Room No.207, DTC Head Qrs., I.P.Estate, New Delhi-110002 in a sealed cover on or before **26-03-10** at 1200 Hrs. and would be opened on the same day at 1230 Hrs. in the presence of the tenderers. Tenderer may attend the opening of the tender, if they so desire.

2. Tender should be signed by the tenderer/tenderers himself/ themselves or a duly authorised person in this behalf. A copy of such authority to be enclosed with the tender form.
3. The tender form should be clearly filled in ink or duly typed giving full address of the tenderer. Tenderer (s) should quote in figures as well as in words the rate of amount tendered by him/them, Overwriting or alterations will disqualify the tender unless these are legibly attested by the tenderers. The tender should be kept open for acceptance for 120 days from the date of opening of the tender, if withdrawn before that date the earnest money will be forfeited in full. The decision of the Chairman-cum- M.D., D.T.C. in this respect will be final and binding on the tenderer(s).
4. The tenders should be accompanied by an Earnest Money @ 5% of the total Sale Value quoted subject to minimum of Rs. 10,000/- by means of P.O/Demand Draft or cash and not by any other mode of payment, on the Syndicate Bank, New Delhi drawn in favour of Chairman-cum Managing Director, DTC, I.P.Estate, New Delhi. Tender not accompanied by Earnest Money is liable for summarily rejection. The Earnest Money of the successful tenderer will be converted as a security deposit. It will be refunded to the successful tenderer after satisfactory completion of the contract. The Security Deposit will be 5% of the total Sale Value subject to minimum of Rs. 10,000/-. In case of unsuccessful tenderers Earnest Money will be refunded immediately after the finalisation of the tender. No interest will be paid on the Earnest Money/Security Deposit Money. (Central Govt., State Govt. Organisation/Undertaking are exempted from EMD).
5. The Chairman-cum-M.D., D.T.C. or person fully authorised by him on his behalf shall be final authority to accept /reject fully /any part of the tender or reject all the tender without assigning any reason thereof.
6. Only tender on the prescribed tender form issued by this office bearing S.No. and seal of the Corporation will be considered. The tender form may be downloaded from DTC web site and the same may be deposited alongwith the requisite tender form cost.
7. No enquiry written or verbal with regard to the acceptance or otherwise of the tender submitted by the various parties shall be entertained.

Contd.....2

8. The Chairman-cum-M.D, DTC preserve the right to forfeit the Earnest Money in case of not fulfilling of any of the obligations whatsoever of nature on the part of the tenderer after the acceptance of the tender has been communicated to the tenderer by post or otherwise and without assigning any reason thereof.
9. The contractor shall have to purchase the entire accumulated qty. as offered by the Corporation at the offered rates and will remove the same at his own cost. The first consignment will be removed by the party within 10 days of the finalisation of the contract and subsequent lots shall be cleared as and when available. The intimation to this effect will be sent to party one week in advance. In case of the party fails to remove the material within 7 days from the date of intimation, ground rent will be charged @ 10% of the left over lot value for the first 15 days and subsequently the same will be enhanced to 15% for the next 15 days maximum for a period of one month subject to a minimum of Rs. 200/- per day. The material shall be offered for collection against cash payment.
10. The Chairman-cum –Managing Director, DTC also reserve the right to forfeit the security deposit without assigning any reason in case of unsatisfactory performance of the contract by the contractor.
11. Right to include any other condition or modify or alter any of the conditions already stipulated is reserved.
12. No counter terms & conditions will be accepted.
13. Any attempt on the part of the tenderers to influence any officials of this organisation will disqualify the tender.
14. In case of any difference of opinion between the DTC and the contractor the decision of the Chairman-cum M.D., DTC or his authorised representative shall be final and binding on the contractor.
15. Interested tenderer if they as desire may sent their representative with a letter of authority on the opening day of the tender on the date and time specified above.
16. The successful tenderer shall be required to execute an agreement on a non-judicial stamp paper worth Rs.10/- the cost of which shall be borne by the contractor for the satisfactory completion of the contract, generally on the conditions stipulated herein.
17. Tenderers in their own interest are advised to having detailed inspection during the working hour of the Corporation of the Qty., quality and satisfy themselves before submitting the tender, by the date and time specified in the tender notice.
18. The C.M.D, DTC also reserve the right to terminate the contract at any time after giving one month notice without assigning any reason thereof.
- 19 (a) In case of any variation between the rate given in the tender, the highest of the two will prevail.

Contd.....3

- (b) In the event of more than one tenderer quoting same acceptable H-1 rates for any lot, DTC would decide the successful bidder by draw of lot, in the presence of desirous tenderers.
- 20 The contract shall be awarded for specified period or for a period of one year from the date of acceptance of offer in the first instance, but it can be further reviewed at the sole discretion of Chairman-cum-M.D., D.T.C. for a term not exceeding one year a time at the same rates amended once with the consent of the purchasers.
21. DTC will be at liberty to remove and store at the cost of purchaser, any lot before delivery to such or other places it may think proper, if the party fails to lift the materials within the specified delivery period without prejudice to DTC right under general conditions of sale by tender.
22. In the event of the buyer's failure to fulfil any of their obligation under these general conditions of sale including default and or failure on the part of the buyer to remove/lift the goods against any lot within the stipulated time after payment of the entire/part sale value, the sale of such lot shall be cancelled for the quantities not taken delivery of by the buyer as on that date and the earnest money amount (irrespective of the same being treated as adjusted towards that part value of materials) shall be forfeited and or DTC will be entitled to resell the goods at the entire risk and cost of the buyer as and when DTC think best without any notice to the buyer and/or recover from buyer's credit either under this contract or in any other contract, or which may at any time become payable/refundable to the buyer either under this contract or any other contract, the amount of losses of damage or claim or expenses that may be incurred by DTC in such resale of the quantities under the contract not taken deliver of by the buyer. Even after such recovery adjustment by DTC from buyer's any amount as mentioned above lying with DTC if any, further amount is still found payable by/ recoverable from the buyer, the buyer shall pay to DTC on demand without any objection or demur. The decision of DTC in regard to the actual losses incurred by DTC including the reasonableness of the rate of which DTC may recall the quantities shall be final and binding on the buyer, provided always if no loss is incurred by DTC buyer shall only be entitled to the refund of the amount retained by DTC by way of advance payment towards sale value excluding earnest money as per clause 26 hereof without any interest thereon but not any other amount, any gain on any sale as aforesaid shall, however, belong to the DTC.
- 23 INSOLVANCY OR BRANCH OF CONTRACT
- Should the contractor go in Liquidation or have receiving order made against him or enter into any agreement or composition with the creditors or commit any breach of contract not here in specifically provided for the DTC shall have the power to declare the contract at an end and in such case the decision of the Chairman-cum-M.D. shall be final and binding on the party.

Contd.....4

24 **ARBITRATION:**

In the event of any question of dispute arising under these conditions or contract or in connection with this and dispute arising out of the contract shall be referred to the sole arbitration of the Chairman-cum-M.D. and if the Chairman-cum-M.D. is unable or unwilling 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 to which this agreement relates or that in course of the duties. As such he had expressed views on or any such of the matter/s in dispute of difference, the decision of the arbitrator so appointed shall be final conclusive and binding on all parties to this contract. The arbitrator shall be under obligation to pass a speaking and detailed AWARD.

- 25 The venue of arbitration shall be New Delhi or such place as the seller may at his discretion determines.
26. The CMD also reserve the right to deliver the quantity in full or in any percentage of the quantity to the successful tenderer.
27. Sales will be on the basis of "As is where is basis".
28. The weight recorded on the Weigh Bridge of the DTC will be final. The physical delivery will be by weighment/cutting/measurement as the case may be.
29. The goods shall lie in the premises of the DTC entirely at the risk of the purchaser, from the time of sale and until removed.

Dy. CHIEF GENERAL MANAGER (MS-I)