

DELHI TRANSPORT CORPORATION  
(GOVT.OF N.C.T. DELHI)  
TENDER CELL I.P. STATE  
NEW DELHI-110002

No.

DATED:-  
PLEASE REPLY TO THE ABOVE ADDRESS  
CLOSING DATE:- **02 – 11 - 2010**  
CLOSING TIME – 1200 HRS.

M/S. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DEAR SIR,

SEALED TENDERS ARE INVITED FROM MANUFACTURERS/PURIFIERS/TRADERS/DEALERS/STOCKIST ETC. AS PER "TWO -BID SYSTEM" I.E. PART-I 'TECHNO COMMERCIAL BID' AND PART -II "PRICE BID" FOR THE SUPPLY OF THE FOLLOWING STORES:

S.NO.	NOMENCLATURE	SPECIFICATION	QTY.	EMD	DUE DATE
1	SULPHURIC ACID ( BATTERY GRADE)	(AS PER IS/266/1977 OR LATEST)	11400KG.	8,000/-	02 – 11 -2010

NOTE: (1) OFFERS SHOULD BE SENT IN SEALED COVER WITH ABOVE ENQUIRY NOS. AND CLOSING DATE SUPERSCRIBED THEREON. ALL OTHER TERMS AND CONDITIONS SUBMITTED SHALL BE SUBJECT TO THOSE ENCLOSED HREWITH.

- (2) **MANUFACTURERS MUST ENCLOSE IN THEIR TECHNO COMMERCIAL BIDS DOCUMENTRY PROOF OF BEING A MANUFACTURER, BY WAY OF CERTIFICATE OF REGISTRATION FOR THE ITEM WITH NSIC/ SSIC/DGS&D ETC.**
- (3) **PURIFIER/TRADER/DEALER/STOCKIST ETC. MUST INDICATE IN THEIR TECHNO COMMERCIAL BIDS AS TO WHICH MANUFACTURER'S PRODUCT THEY HAVE OFFERED ALONGWITH SUITABLE AUTHORISTION CERTIFICATE FROM THE SAID MANUFACTURER AS BEING THEIR DEALER/ STOCKIST ETC. FOR THE ITEM.**

FOR Dy. CHIEF GENERAL MANAGER (MS-I)

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

NON TRANSFERABLE

THE PRICE OF THIS TENDER FORM IS Rs. NIL.  
TENDER FORM NO. \_\_\_\_\_  
SEAL OF OFFICE, SIGNATURE OF THE  
ISSUING OFFICER.

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

TENDER FOR:- SULPHURIC ACID (BATTERY GRADE)  
DUE ON:- 02 - 11 - 2010

THE CHAIRMAN CUM MANAGING DIRECTOR  
DELHI TRANSPORT CORPORATION, I.P. ESTATE, NEW DELHI-110002.

DEAR SIR,

I/WE HERE BY 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 HERE BY AGREE TO ALL THE TERMS & CONDITIONS STIPULATED BY DTC AND WILL KEEP OUR OFFER OPEN FOR 120 DAYS FROM THE OPENING OF THE TENDER. AND RATES WILL BE FIRM TILL THE COMPLETION OF ORDER, IF ISSUED EXCEPT GOVT. LEVIES.

I/WE ALSO UNDERSTAND THAT THE TENDER IS FOR YEARLY REQUIREMENT & AGREE TO SUPPLY THE ENTIRE QTY. ON STAGGERED BASIS AS PER THE DELIVERY SCHEDULE SPECIFIED BY YOU.

EARNEST MONEY OF Rs. \_\_\_\_\_ HAS BEEN DEPOSITED IN CASH VIDE C.R. NO. \_\_\_\_\_ DATED \_\_\_\_\_ (ENCLOSED) OR DEMAND DRAFT NO. \_\_\_\_\_ DATED \_\_\_\_\_ DRAWN ON \_\_\_\_\_.

YOURS FAITHFULLY,  
SIGNATURE OF THE TENDERER  
NAME IN BLOCK LETTERS \_\_\_\_\_  
FULL ADDRESS WITH SEAL \_\_\_\_\_

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

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

PLEASE NOTE

- OFFER SHOULD CONFORM TO ALL THE DTC TERMS & CONDITIONS AS ENCLOSED HERewith AND NO COUNTER TERMS & CONDITIONS WILL BE ACCEPTABLE.
- RATES QUOTED BE (i) SUPPLIERS IN AND AROUND DELHI SHOULD BE F.O.R. CENTRAL B.B. MARG DELHI (ii) BY OTHER OUTSTATION SUPPLIERS, IT MAY BE F.O.R. -DELHI i.e. TRANSPORTER'S GODOWN/RLY. GODOWN AS THE CASE MAY BE.
- RATES QUOTED SHOULD BE GENERALLY ACCORDING TO THE ENCLOSED FORMAT (ANNEXURE 'B'). 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 SEPARATELY INDICATED. HOWEVER, IF FOR ANY REASON GROSS OFFERED RATES ARE INCLUSIVE OF GOVT. LEVIES LIKE E.D., S.T., ETC. THEIR BREAK UP AND THE PERCENTAGE AT WHICH THE SAME HAVE BEEN INCLUDED MUST BE CLEARLY AND SEPARATELY 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. ANY REDUCTION IN GOVT. LEVIES SHALL BE PASSED ON TO DTC.
- RATES BE QUOTED AS PER OUR STANDARD PAYMENT TERMS i.e. 'WITHIN 30 DAYS OF THE RECEIPT AND APPROVAL OF THE MATERIAL'.
- FOR EMD, PLEASE SEE S.NO. 5 OF TENDER TERMS & CONDITIONS.
- PLEASE ALSO REFER TO ENCLOSED DOCUMENTS LIKE ANNEXURE "A" RATES, FORMAT AS PER ANNEXURE "B", GUIDE LINES FOR TENDERERS ETC.

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

**IMPORTANT INSTRUCTIONS/GUIDELINES FOR TENDERERS**

1. BID SHALL BE SUBMITTED 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.
2. THE 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 SUPERSCRIBED AS:**  
Part I – 'TECHNO – COMMERCIAL BID.'  
TENDER FOR THE SUPPLY OF \_\_\_\_\_  
TENDER DUE ON \_\_\_\_\_  
**THIS ENVELOPE SHALL CONTAIN: -**
    - (i) FIRMS 'TECHNO COMMERCIAL' OFFER VIS-À-VIS DTC'S TENDER TERMS AND CONDITIONS.
    - (ii) TENDER FORM AS ENCLOSED OR PURCHASED FROM DTC TENDER CELL OR DOWN LOADED FROM WEBSITE (<http://dtc.nic.in/tenders.htm> or <http://delhi.govtprocurement.com>) OR SENT HEREWITH, DULY FILLED UP AS PER THE INSTRUCTIONS GIVEN THEREIN.
    - (iii) EARNEST MONEY DEPOSIT IN SEPARATE ENVELOPE BY WAY OF DEMAND DRAFT OR CASH ONLY (CASH RECEIPT ISSUED BY DTC TO BE ENCLOSED). NO OTHER MODE OF PAYMENT WILL BE ACCEPTABLE.
    - (iv) ANNEXURE 'A' i.e. QTY. AND TECHNICAL SPECIFICATIONS FORMAT OF DTC's REQUIREMENT OF THE ITEMS TO BE SUPPLIED DULY CERTIFIED.
  - (b) **2<sup>ND</sup> ENVELOPE SHOULD BE SUPERSCRIBED AS :-**  
PART II – 'PRICE BID'  
TENDER FOR THE SUPPLY OF \_\_\_\_\_  
TENDER DUE ON \_\_\_\_\_  
THIS ENVELOPE SHOULD CONTAIN:-TENDERERS' 'PRICE BID' IN THE FORMAT AS PER ANNEXURE 'B' GIVEN WITH THE TENDER SET.
  - (c) BOTH THE ABOVE ENVELOPES SHOULD FURTHER BE SEALED IN A OUTER ENVELOPE SUPERSCRIBED AS:  
TENDER FOR SUPPLY OF \_\_\_\_\_  
TENDER DUE ON \_\_\_\_\_
  - (d) ALL THE 3 ENVELOPES SHOULD BE ADDRESSED TO DTC & BEAR THE SENDER FIRM'S NAME AND ADDRESS EITHER IN PRINTED 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) 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 BIDS ACCOMPAINED WITH CHEQUES FOR EMD SHALL BE OUTRIGHTLY REJECTED.
5. SIMILARLY, 'TECHNO COMMERCIAL BIDS' NOT ACCOMPAINED WITH THE TENDER FORM AS ENCLOSED OR PURCHASED FROM DTC OR DOWN LOADED FROM WEBSITE (<http://dtc.nic.in/tenders.htm> or <http://delhi.govtprocurement.com>) OR SENT HEREWITH, SHALL ALSO BE REJECTED OUTRIGHTLY.
6. LATE TENDERS SHALL NOT BE OPENED AT ALL AND THEREFORE, THE OFFERS OF SUCH TENDERERS SHALL BE TOTALLY OUT OF CONSIDERATION ZONE.
7. TENDERERS MUST AGREE TO ALL TERMS & CONDITIONS OF DTC. OFFERS WITH COUNTER TERMS & CONDITIONS ARE LIABLE FOR SUMMARY REJECTION.

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DELHI TRANSPORT CORPORATION  
(GOVT. OF N.C.T. OF DELHI)  
IP ESTATE, NEW DELHI-110002.

TERMS & CONDITIONS OF TENDER

1. TENDERS SHOULD BE ADDRESSED TO THE CHAIRMAN-CUM-MANAGING DIRECTOR, DELHI TRANSPORT CORPORATION, ROOM NO. 207, TENDER CELL, IP ESTATE, NEW DELHI-110002 IN A SEALED COVER DULY SUPERSCRIBED WITH (i) TENDER FOR SUPPLY OF SULPHURIC ACID BATTERY GRADE DUE ON - 02 - 11 - 2010 THIS 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, 2<sup>ND</sup> FLOOR, ROOM NO.207, I.P.ESTATE, NEW DELHI-110002, IN A SEALED SUPERSCRIBED COVER MARKED AS TENDER FOR THE SUPPLY OF "SULPHURIC ACID BATTERY GRADE" "ON OR BEFORE DUE DATE BY 12.00 HRS. TENDERS SHALL BE OPENED IN PUBLIC ON THE SAME DATE AT 15.00 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 THECHNO COMMERCIALY QUALIFIED SHORT LISTED TENDERERS ONLY SHALL BE OPENED AT THE LATER DATE, WHICH SHALL BE INTIMAED SEPRATELY TO ALL CONCERNED.
4. TENDER FORMS SHOULD BE CLEARLY FILLED IN INK OR DULY TYPED GIVING FULL ADDRESS OF THE TENDERERS. TENDERER/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. 8,000 /-** 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 THE CHAIRMAN-CUM-MANAGING DIRECTOR, DELHI TRANSPORT CORPORATION, IPESTATE, 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 SEPRATE 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 VALUE OF ORDER OR Rs. 75,000/- WHICH EVER LOWER. WHO HAVE NOT DEPOSITED EARNEST MONEY BEING REGISTERED WITH N.S.I.C/S.S.I ETC. IT WILL BE REFUNDED TO THE SUCCESSFUL TENDERER/S AFTER COMPLETION OF SUPPLIES TO THE SATISFACTION OF THIS OFFICE. IN CASE OF UNSUCCESSFUL TENDER/S EARNEST MONEY WILL BE REFUNDED IMMEDIATELY AFTER THE FINALIZATION 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 SATISFACTORILY EXECUTED, NO CLAIMS/RECOVERIES BE DUE, ETC. THE CORPORATION RESEVES 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 SEPRATE ENVELOVE.
6. RATES QUOTED BY (i) SUPPLIERS IN AND AROUND DELHI SHOULD BE F.O.R. DTC CENTRAL STORES BBM (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 TENDERS. 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/CST 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 STORES, OFFERED TOGETHER WITH MAKER'S 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. TENDERED QUANTITY ARE APPROXIMATELY ANNUAL REQUIREMENT. 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 THIS OFFICE AND SHALL BE BINDING ON THE SUPPLIERS. IN CASE OF DELAY IN SUPPLIES, UNLESS EXTENSION OF DELIVERY 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 STORES 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 **FROM MANUFACTURERS/PURIFIERS/TRADERS/DEALERS/STOCKIST ETC. OF SULPHURIC ACID TO BATTERY GRADE** 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.

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. OUR STANDARD TERMS OF PAYMENT ARE WITHIN 30 DAYS OF THE RECEIPT AND ACCEPTANCE OF THE MATERIAL IN GOOD CONDITION. THEREFORE, RATES MAY BE QUOTED AS PER OUR STANDARD PAYMENT TERMS.

17. 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 WRITTEN OR VERBAL WILL BE ENTERTAINED WITH REGARD TO ACCEPTANCE/REJECTION OF THE TENDER.

18. NO POST TENDER NEGOTIATION WITH OTHER THAN L-1 THAT TOO ONLY IF ESSENTIAL WOULD BE HELD AND ANY TENDERER RESORTING TO POST TENDER OFFER WOULD BE LIABLE TO BE PROCEEDED AGAINST ANY ATTEMPT ON THE PART OF THE TENDERER/S TO INFLUENCE ANY OFFICIAL OF THIS ORGANISATION WILL DISQUALIFY THE TENDER.

19. THE TENDERERS WILL ALSO INDICATE IF THE PRODUCT OFFERED IS BEING SUPPLIED TO OTHER S.T.U(s), BODY BUILDERS OF REPUTE AND PHOTOSTAT COPIES OF THE ORDER THUS RECEIVED ON THIS ACCOUNT MAY BE SENT ALONGWITH THE TENDER, IF AVAILABLE.

20. THE TENDERER/S WILL CONFIRM THAT THEIR MATERIAL IS TESTED BY CIRT, PUNE OR FROM A GOVT. TEST HOUSE TO THE GIVEN SPECIFICATIONS. A PHOTOSTAT COPY OF THE TEST CERTIFICATE MAY ALSO BE SUBMITTED ALONGWITH THE OFFER, IF AVAILABLE.

21. 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 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 IN THIS REGARD WILL BE DECIDED AT THE DELHI ONLY.

22. 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 COMPENSTION COMMENSURATE TO PROPORTIONATE SHORTEFALL/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.

**23.** **INSOLVANCY AND BREACH OF CONTRACT:** THE PRUCHASER 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 ENTITLE 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 PROVIDED 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 RE-PURCHASE.

24. 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 APPOINTED 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.

25. THE VENUE OF ARBITRATION SHALL BE NEW DELHI OR SUCH OTHER PLACE AS THE PUCHASER MAY AT HIS DISCRETION DETERMINE.

26. 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.

For Dy. Chief General Manager (MS-I)

ANNEXURE 'A'

DETAILS OF REQUIRED STORES/ITEMS

SR NO	DESCRIPTIONS STORES/ITEMS	SPECIFICATIONS ASRTU NUMBER	QTY. REQD.
1	<b>SULPHURIC ACID (BATTERY GRADE )</b>	<b>AS PER IS/266/1977 (OR LATEST)</b>	<b>11400 KG.</b>

Sd/-  
D.ASSTT.

Sd/-  
CSK (PG-A)

Sd/-  
MANAGER (PG-A)

IT IS CERTIFIED THAT THESE ITEMS/SPARES WILL BE SUPPLIED STRICTLY AS PER SPECIFICATION GIVEN ABOVE.

SIGNATURE OF THE TENDERERS WITH NAME & SEAL

- NOTE:- (1) **THIS ANNEXURE DULY SIGNED & CERTIFIED MUST BE SEALED INSIDE THE "TECHNO COMMERCIAL BID" ENVELOPE.**
- (2) **MANUFACTURERS MUST ENCLOSE IN THEIR TECHNO COMMERCIAL BIDS DOCUMENTRY PROOF OF BEING A MANUFACTURER, BY WAY OF CERTIFICATE OF REGISTRATION FOR THE ITEM WITH NSIC/ SSIC/DGS&D ETC.**
- (3) **PURIFIER/TRADER/DEALER/STOCKIST ETC. MUST INDICATE IN THEIR TECHNO COMMERCIAL BIDS AS TO WHICH MANUFACTURER,S PRODUCT THEY HAVE OFFERED ALONGWITH SUITABLE AUTHORISTION CERTIFICATE FROM THE SAID MANUFACTURER AS BEING THEIR DEALER/ STOCKIST ETC. FOR THE ITEM.**
- (4) **FOR LOCAL VENDERS, EMPTY JARS WILL BE PROVIDED BY DTC FOR THE SUPPLY OF ACID**

SIGNATURE OF THE TENDERERS WITH NAME & SEAL

ANNEXURE 'B'

FORMAT FOR OBTAINING UNIFORM RATES AGAINST OPEN/LTD. TENDER

1	2	3	4		5		6		7
			% OF BASIC RATE	QUANTUM AMOUNT (Rs.)	% OF BASIC E. D.	QUANTAM AMOUNT (Rs.)	% OF S.T.	QUANTUM AMOUNT (Rs.)	
S. No	DESCRIPTION	BASIC RATE PER UNIT (Rs.)	CENTRAL EXCISE DUTY		ANY OTHER TAX/ DUTY/DIS.		SALES TAX WITHOUT "C" OR "D" FORM		GROSS RATE F.O.R. DTC CENTRAL STORES DELHI OR TRANSPORT GODOWN DELHI $J=(C+E+G+I)$
A	B	C	D	E	F	G	H	I	J

It is certified that above quoted rates are applicable to all STUs/Govt. Deptts. and will be firm till completion of order, if issued, except Govt. Levies.

SIGNATURE OF THE TENDERERS WITH NAME & SEAL

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

DELHI TRANSPORT CORPORATION  
(GOVT. OF N.C.T. OF DELHI)  
I.P. ESTATE, NEW DELHI-110 002

No.

Dated:

M/S.....  
.....  
.....  
.....

Dear Sir,

It is to inform you that the advertisement for the item/s given below has been released in the press for inviting tenders through E-tendering mode from manufacturers only as per "TWO-BID" SYSTEM, i.e. PART-I "TECHNO COMMERCIAL BID" AND PART-II "PRICE BID":-

S No.	Part No/Description	Qty.	Estimated Value (Rs.)	Last date & time of Bid submission	Date & time of opening
1.	SULPHURIC ACID(BATTERY GRADE) (AS PER IS/266/1977 OR LATEST)	15,460 KG.	3,70,000/-	31.03.2009 till 1200 hrs.	31.03.2009 at 1500 hrs.

2. Tender documents can be down loaded from the website [www.delhi.govtprocurement.com](http://www.delhi.govtprocurement.com). In regard to tendering through E-mode, our letter dated 07.04.2008 may also be referred to, which is as follows:-

"Please be informed that all tenders w.e.f. 1.4.2008 in DTC shall be processed through e-procurement system compulsorily as per enclosed copy of the press note of Govt. of NCT of Delhi, published on page 9 of the Indian Express on 28.3.2008.

Accordingly you are requested to immediately take following actions for participation in DTC tenders failing which you may not be able to participate in the tenders at all:-

- a) To register with ASP of DGS&D by payment of requisite fee.
  - b) To obtain digital signature certificate from authorised Certifying Agencies.
  - c) To obtain training by contacting the Help Desk mentioned in the enclosed copy of press note".
- Accordingly we request you to get the needful done immediately as above and participate in our tender through E-mode only. A copy of the press note dated 28.3.2008 of Govt. of NCT, of Delhi, is again enclosed for ready reference.

Thanking you,

Yours faithfully,

For Dy. Chief General Manager (MS-I)

Encls: Press note dated 28.3.2008