

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

No.

DATED:

PLEASE REPLY TO THE ABOVE ADDRESS
CLOSING DATE **02 - 03 - 2010**
CLOSING TIME - 1200 HRS.

M/s-----

DEAR SIRs,

SEALED LIMITED TENDERS ARE INVITED FROM REPUTED TYRE MANUFACTURERS. 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	Description	SPECIFICATIONS	QTY.	a) Earnest Money b) Performance security deposit	Opening date
1	TYRE SETS 9.00 X 20 14PR,NYLON (RIB PATTERN) (ONE TYRE, ONE BUTYL TUBE & ONE EPDM FLAP)	AS/97/68/DEC. 2004 (FOR TYRE)	8726 SET	a) EMD as per clause 5(a) b) Per formance security deposit as per clause 5(b) of enclosed terms & conditions	02 - 03 - 2010
2	BUTYL TUBE 9.00 x 20	AS/66/71/DEC. 2006	6894 NOS.		
3	EPDM FLAP 9.00 X 20	AS/306/63/FEB.2002 (AS-ASRTU) Incase above specification are not available with the tenderers please DOWN LOAD FROM ASRTU WEB SITE http://www.asrtu.org	17452 NOS.		

OFFERS SHOULD BE SENT IN SEALED COVERS WITH ABOVE ENQUIRY NOS. SUBJECT AND CLOSING DATE SUPERSCRIBED THERE ON AND CLOSING DATE SUPERSCRIBED THERE ON. ALL OTHER TERMS AND CONDITIONS SUBMITTED SHALL BE SUBJECT TO THOSE ENCLOSED HEREWITH.

NOTE:-

- **TECHNO COMMERCIAL BIDS OF ONLY SUCH MANUFACTUTERS SHALL BE CONSIDERED VALID FOR OPENING OF THEIR PRICE BIDS. WHO CONFIRM IN THEIR TENDERS TO ALSO SUPPLY EXTRA BUTYL TUBES AND EPDM FLAPS (S.No2 & 3 ABOVE), AS PER OUR REQUIREMENT.**
- **FOR EMD AND PERFORMANCE SECURITY DEPOSIT. PLEASE REFER CLAUSE NO. 5(a) & 5 (b) OF ENCLOSEED TERMS ND CONDITIONS. TENDERS WITHOUT EMD(IF NOT EXEMPTED) ARE LIKELY TO BE SUMMARILY REJECTED.**
- **TECHNO COMMERCIAL BIDS OF SUCH TENDERERS WILL BE REJECTED AND THEIR TENDERS DECLARED IN-VALID, IF THEY HAVE NOT AGREED TO THE PERFORMANCE SECURITY CLAUSE. (5b). PRICE BID OF SUCH TENDERERS WILL NOT BE OPENED.**
- **ORDER SHALL BE SPLIT IN THE RATIO OF 65:35 BETWEEN L-1 AND L-2 SUBJECT TO L-2 MATCHING THE RATES DECIDED BY DTC IN RESPECT OF L-1.. HOWEVER, IN CASE RATES, IN INITIAL OFFERS ARE EQUAL, ORDERS FOR EQUAL QTYs. SHALL BE GIVEN.**

for DY.CHIEF GENERAL MANAGER(MS-1)

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

NON TRANSFERABLE

THE PRICE OF THIS TENDER FORM IS RS. NIL
LIMITED TENDER FOR : TYRE SETS 900 X 20 14 PR NYLON (RIB PATREN)
WITH EXTRA QTY'S OF BUTYL TUBES & EPDM FLAPS

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

THE CHAIRMAN-CUM-MANAGING DIRECTOR,
DELHI TRANSPORT CORPORATION,
IP ESTATE, NEW DELHI – 110002.

DUE DATE:- 02-03-2010
CLOSING TIME 12.00 Hrs

DEAR SIR,

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

I/WE HEREBY AGREE TO ALL THE TERMS & CONDITIONS STIPULATED BY DTC INCLUDING DEPOSITING OF 5% ORDER VALUE AS PERFORMANCE SECURITY DEPOSIT FOR SATISFACTORY COMPLETION OF ORDERS BEFORE EFFECTING SUPPLIES, IF ORDER IS PLACED ON US, AND WILL KEEP OUR OFFER OPEN FOR 120 DAYS FROM THE OPENING OF THE TENDER. RATES (EXCEPT GOVT. LEVIES), SHALL BE FIRM TILL COMPLETION OF ORDERS.

I/WE ALSO UNDERSTAND THAT THE TENDER IS APPROXIMATELY FOR 12 MONTHS REQUIREMENT FOR THE FINANCIAL YEAR 2010-2011 i.e. APRIL 2010 TO MARCH 2011 & 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 SHOULD BE FOR CENTRAL STORES (BBM) ONLY.
- 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. ANY REDUCTION IN GOVT. LEVIES SHALL BE PASSED ON TO DTC.
- THE RATES BE QUOTED FOR PAYMENT AGAINST DELIVERY**
- FOR EMD & PERFORMANCE SECURITY DEPOSIT PLEASE SEE S.NO. 5 (a) & (b) OF TENDER TERMS AND CONDITIONS.
- PLEASE ALSO REFER TO ENCLOSE DOCUMENTS LIKE ANNEXURE "A", RATE FORMAT i.e. ANNEXURE "B", GUIDELINES FOR TENDERERS ETC.

- TECHNO COMMERCIAL BIDS OF ONLY SUCH MANUFACTURERS SHALL BE CONSIDERED VALID FOR OPENING OF THEIR PRICE BIDS. WHO CONFIRM IN THEIR TENDERS TO ALSO SUPPLY EXTRA BUTYL TUBES AND EPDM FLAPS (S.No.2 & 3 ABOVE), AS PER OUR REQUIREMENT.
- FOR EMD AND PERFORMANCE SECURITY DEPOSIT. PLEASE REFER CLAUSE NO. 5(a) & 5 (b) OF ENCLOSED TERMS AND CONDITIONS. TENDERS WITHOUT EMD (IF NOT EXEMPTED) ARE LIKELY TO BE SUMMARILY REJECTED.
- TECHNO COMMERCIAL BIDS OF SUCH TENDERERS WILL BE REJECTED AND THEIR TENDERS DECLARED INVALID, IF THEY HAVE NOT AGREED TO THE PERFORMANCE SECURITY CLAUSE (5b). PRICE BID OF SUCH TENDERERS WILL NOT BE OPENED.
- ORDER SHALL BE SPLIT THE RATIO OF 65:35 BETWEEN L-1 AND L-2 SUBJECT TO L-2 MATCHING THE RATES DECIDED BY DTC IN RESPECT OF L-1. HOWEVER, IN CASE RATES, IN INITIAL OFFERS ARE EQUAL, ORDERS FOR EQUAL QTY'S. SHALL BE GIVEN.

NOTE: THIS FORM DULY FILLED, SIGNED AND CERTIFIED SHOULD 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 , 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) **2ND ENVELOPE SHOULD BE SUPERSCRIBED AS :-**
PART II – 'PRICE BID'
TENDER FOR THE SUPPLY OF _____
TENDER DUE ON _____
THIS ENVELOPE SHOULD CONTAIN:-
 - (i) TENDERERS' 'PRICE BID' IN THE FORMAT AS PER ANNEXURE 'B' GIVEN WITH THE TENDER SET.
3. BOTH THE ABOVE ENVELOPES SHOULD FURTHER BE SEALED IN A OUTER ENVELOPE SUPERSCRIBED AS:
TENDER FOR SUPPLY OF _____
TENDER DUE ON _____
4. 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,
- 1 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.
- 2 TECHNO COMMERCIAL BIDS ACCOMPAINED WITH CHEQUES FOR EMD SHALL BE OUTRIGHTLY REJECTED.
- 3 SIMILARLY, 'TECHNO COMMERCIAL BIDS' NOT ACCOMPAINED WITH THE TENDER FORM AS ENCLOSED OR PURCHASED FROM DTC SHALL ALSO BE REJECTED OUTRIGHTLY.
- 4 LATE TENDERS SHALL NOT BE OPENED AT ALL AND THEREFORE, THE OFFERS OF SUCH TENDERER SHALL BE TOTALLY OUT OF CONSIDERATION ZONE.
- 5 TENDERERS MUST AGREE TO ALL TERMS & CONDITIONS OF DTC. OFFERS WITH COUNTER TERMS & CONDITIONS ARE LIABLE FOR SUMMARERLY REJECTION.

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 THE SUPPLY OF **TYRE SETS (9.00 X 20 14 PR) NYLON (RIB PATTREN) EXTRA QTYS OF BUTYL TUBES AND EPDM FLAPS DUE ON 02 – 03 - 2010**. THIS MAIN OUTER ENVELOPE SHOULD CONTAIN TWO SEPARATE AND SEALED ENVELOPES INSIDE OF (a) "TECHNO COMMERCIAL BID" AND (b) "PRICE BID" RESPECTIVELY, ALSO SUPERSCRIBED ACCORDINGLY.

2. THE TENDERER/S HIMSELF/THEMSELVES OR A DULY AUTHORISED PERSON IN THIS BEHALF SHOULD SIGN TENDERS. A COPY OF SUCH AUTHORITY BE ENCLOSED WITH THE TENDER.

3. TENDERS SHOULD REACH THE DY.MANAGER, TENDER CELL, DELHI TRANSPORT CORPORATION, 2ND FLOOR, ROOM NO.207, I.P.ESTATE, NEW DELHI-110002, IN A SEALED SUPERSCRIBED COVER MARKED AS TENDER FOR THE SUPPLY OF **TYRE SETS (9.00 X 20, 14 PR) NYLON (RIB PATTREN) EXTRA QTYS OF BUTYL TUBES AND EPDM FLAPS** 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. THE MAIN OUTER ENVELOPE CONTAINING THE OTHER TWO -BID ENVELOPES SHALL BE OPENED ALONGWITH THE ENVELOPE OF 'TECHNO COMMERCIAL BID' ONLY. THE 'PRICE BID' ENVELOPES OF TECHNO COMMERCIALY QUALIFIED SHORT LISTED TENDERERS ONLY SHALL BE OPENED AT THE LATER DATE, WHICH SHALL BE INTIMATED 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(a) **EMD:-**

THE TENDERERS MUST DEPOSIT AN EARNEST MONEY OF **RS. 50,000/-** 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, I.P.ESTATE, NEW DELHI-110002. TENDERS NOT ACCOMPANIED BY EARNEST MONEY IS LIABLE FOR SUMMARY REJECTION. HOWEVER THE EARNEST MONEY IS EXEMPTED FOR GOVT./STATE GOVT./UNDERTAKING & SMALL SCALE INDUSTRY REGISTERED WITH N.S.I.C/S.S.I ETC.AS PER GOVT. POLICY FROM TIME TO TIME. NOTE: - EMD TO BE DEPOSITED IN A 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 RESERVE ITS RIGHT TO MAKE RECOVERY OF CLAIMS, IF ANY, FROM ANY OF THE E.M.D.(S) DEPOSITED AGAINST VARIOUS TENDERS.:NOTE-EMD TO BE DEPOSITED IN A SEPARATE ENVELOPE. .

5(b) **PERFORMANCE SECURITY DEPOSIT**

FOR SATISFACTORY COMPLETION OF ORDERS ONCE ISSUED TO THE FIRM(S) , ALL THE SUCCESSFUL TENDERERS WILL ALSO HAVE TO GIVE BEFORE STARTING SUPPLIES, 5% OF THE ORDER VALUE AS SECURITY DEPOSIT(WHICH COULD ALSO BE IN THE FORM OF BANK GUARANTEE VALID TILL 6 MONTHS AFTER COMPLETION OF ORDER). EMD, IF ANY AND FREE SHALL BE RELEASED AFTER RECEIPT OF PERFORMANCE SECURITY DEPOSIT. 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. DEPOSIT SHOULD HAVE BEEN FULLY AND SATISFACTORILY EXECUTED, NO CLAIM/ RECOVERIES BE DUE, THE CORPORATION RESERVE ITS RIGHT TO MAKE RECOVERY OF CLAIM, IF ANY, FROM ANY OF THE E.M.D.(S) DEPOSITED AGAINST VARIOUS TENDERS. NOTE:- EMD TO BE DEPOSITED IN A SEPARATE ENVELOPE.

6. RATES QUOTED SHOULD BE ONLY F.O.R. DTC CENTRAL STORES, BBM, DELHI-110009.

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. 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 ALONG WITH THE TENDER, IF AVAILABLE.

9. TENDERED QUANTITY ARE APPROXIMATE 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, THE SUPPLIERS SHALL INFORM THE CORPORATION IN ADVANCE THE REASON FOR SUCH DELAYS.

10. 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 ALONG WITH 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.

11. TENDERS ARE INVITED FROM REPUTED TYRE MANUFACTURERS ONLY FOR 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.

12. INSPECTION WILL BE AT DTC PREMISES AT DELHI.

13 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).

14 **THE PAYMENT SHALL BE MADE AGAINST DELIVERY i.e. FIRM WILL GIVE TO US A PROFORMA INVOICE AGAINST WHICH DTC WILL RELEASE PAYMENT THROUGH EFT/ECS/RTGS (BANK CHARGES TO FIRM'S ACCOUNTS) AND GIVE A COPY OF THE SAME TO THE FIRM WHO WILL THEREAFTER IMMEDIATELY ARRANGE DELIVERY AT OUR CENTRAL STORE.**

15 . 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.

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

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

18 THE TENDERER/S WILL CONFIRM IF 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.

19 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.

20 RANDOM SAMPLES FROM THE SUPPLIES CAN BE SENT FOR LABORATORY TEST AND THE TESTING CHARGES BESIDES SAMPLE COST, OTHER OVERHEAD CHARGES, ETC. WILL BE BORNE BY THE SUPPLIER, IF SAMPLE FAILS AND SUPPLIER WILL ALSO BE LIABLE TO PAY SUITABLE COMPENSATION COMMENSURATE TO PROPORTIONATE SHORTFALL/DEVIATION FROM THE SPECIFIED VALUES. COMPENSATION WOULD BE APPLICABLE ON GROSS VALUE OF THE LOT FROM WHICH SAMPLE WAS PICKED UP. SUPPLIER MAY ALSO HAVE TO FACE OTHER ACTION AS MAY BE DEEMED FIT BY THIS CORPORATION. THE COMPENSATION CRITERIA WILL BE DECIDED BY DTC & SAME SHALL BE FINAL AND BINDING. IN CASE SUCH CRITERIA IS AVAILABLE FOR THE ITEMS ON ASRTU RATE CONTRACT SAME SHALL BE FOLLOWED.

21. **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

C) 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.

D) IF THE CONTRACTOR COMMITS ANY BREACH OF THE CONTRACT NOT HEREIN SPECIFICLLY 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.

22. 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.

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

24 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.

25 INCASE OF PREMATURE FAILURE, THE EXISTING SYSTEM OF RETURNING/EXCHANGING THE TYRES AFTER JOINT INSPECTION WOULD BE FOLLOWED.

26 **ORDER SHALL BE SPLIT IN THE RATIO 65:35 BETWEEN L-1 AND L-2 SUBJECT TO L-2 MATCHING THE RATES DECIDED BY DTC IN RESPECT OF L-1. HOWEVER, IN CASE RATES, IN INITIAL OFFERS ARE EQUAL, ORDERS FOR EQUAL QTYS. SHALL BE GIVEN.**

for DY CHIEF GENERAL MANAGER (MS-I)

“ ANNEXURE ‘A’

DETAILS OF REQUIRED STORES/ITEMS

S.NO	DESCRIPTIONS STORE / ITEMS	SPECIFICATIONS	QTY.
1.	TYRE SETS 9.00 X 20 -14 PR, NYLON RIB PATTREN(TYRE SET=ONE TYRE+ONE BUTYL TUBE + ONE EPDM FLAP)	AS/97/68/DEC. 2004 (FOR TYRE)	8726 SETS
2	BUTYL TUBE 9.00 X 20	AS/66/71/DEC. 2006	6894 NOS.
3	EPDM FLAP 9.00 X 20	AS/306/63/FEB.2002 (AS-ASRTU)	17452 NOS.

NOTE:- THE TYRE SET WILL BE PROCURED ONLY FROM THOSE TYRE MANUFACTURERS WHO CONFIRM TO AGREE TO SUPPLY EXTRA BUTYL TUBES AND FLAPS ALSO.

THE ABOVE SPECIFICATIONS, IF NOT AVAILABLE WITH TENDERERS, THE SAME CAN BE DOWN LOAD FROM ASRTU WEB SITE, [http:// www asrtu.org](http://www.asrtu.org).

D.ASSTT

CSK (PG-A)

MANAGER (PG-A)

NOTE: It is certified that these items/spares will be supplied strictly as per specification given above,

SINGNATURE OF THE TENDERER WITH NAME AND SEAL

NOTE: - This Annexure duly signed & certified must be sealed inside the “Techno Commercial Bid” envelope.

ANNEXURE 'B'

FORMAT FOR OBTAINING UNIFORM RATES AGAINST OPEN/LTD. TENDER

1	2	3	4		5		6		7
S. N O.	DESCRI- PTION OF ITEM	BASIC RATE PER UNIT (Rs.)	CENTRAL EXCISE DUTY		ANY OTHER TAX/ DUTY/DIS.		SALES TAX /VAT WITHOUT "C" OR "D" FORM		GROSS RATE F.O.R. DTC PRINTING PRESS, NEW DELHI- 110020. J=(C+E+G+I)
			% OF BASIC RATE	QUANTUM AMOUNT (Rs.)	% OF BASIC E. D.	QUANTUM AMOUNT (Rs.)	% OF S.T./ VAT	QUANTUM AMOUNT (Rs.)	
A	B	C	D	E	F	G	H	I	J
1	TYRE SET 9.00 x 20, 14PR NYLON (TYRE SET= ONE TYRE+ ONE BUTYL TUBE + ONE EPDM FLAP)								
2	BUTYL TUBES (9.00 X 20)								
3	EPDM FLAPS (9.00 X 20)								

It is certified that items/spares will be supplied strictly as per specifications given by DTC in "ANNEXURE-A" and above quoted rates are applicable to all STUs/Govt.Deptt. and will be except Govt. Levies till completion of order, if issued to us.

SIGNATURE OF THE TENDERERS WITH NAME & SEAL

Foot Note: This Annexure duly filled, certified & signed is to be sealed inside the 'Price bid' envelope.

**LIST OF ADDRESS OF REPUTED TYRE MANUFACTURERS
TO WHOM LTD. TENDERS ARE TO BE SENT**

1. M/s J.K.TYRES & INDS. LTD.
2E/4, JHANEWALAN EXTENTION,
NEW DELHI – 110055.
2. M/s APPOLO TYRES LTD.
18, NEW COLONY,
MODEL BASTI,
NEW DELHI – 110005
3. M/s GOODYEAR INDIA LTD.,
62, RAMA ROAD,
NEW DELHI – 110015.
4. M/S BIRLA TYRES,
SHIVAM CHAMBER, 5th FLOOR,
53, SYED AMIR ALI AVANUE,
KOLKATA – 700017.
5. M/s DUNLOP INDIA LTD.,
48, SYED AMIR ALI AVENUE,
KOLKATA- 700017.
6. M/s CEAT LTD.,
101, TRANSPORT CENTRE,
PUNJABI BAGH, NEW ROHTAK ROAD,
NEW DELHI – 110035.
7. M/s MODI RUBBER COMPANY P LTD.,
ROOKEE ROAD, MODIPURAM- 250110
MEERUT (UTTER PREDASH)
8. M/s M.R.F.LTD.,
22-A, SHIVAJI MARG,
NEW DELHI – 110015

D/asstt.

CSK-A

Maneer (PG-A)