

**DELHI TRANSPORT CORPORATION
(GOVT. OF N.C.T. OF DELHI)
I.P. ESTATE : NEW DELHI –11000 2.**

NON TRANSFERABLE

TENDER FORM No. _____

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

SEAL OF THE OFFICE :-
SIGN. OF THE ISSUING OFFICER:-
**EARNEST MONEY 5 % OF TOTAL
VALUE QUOTED. SUBJECT TO
MINIMUM OF Rs.10,000/-**

<u>DUE DATE</u>	<u>TIME</u>
19.01.2010	15.00 Hrs.

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

DEAR SIR,

1. HAVING NOTED & INSPECTED THE TYPES & QTYS. OF SCRAP BATTERIES AS PER ANNEXURE ; - 'A' AND HAVING SATISFIED MYSELF/OURSELF REGARDING THE QUANTITY,QUALITY & OTHER PARAMETERS. I/WE HEREBY SUBMIT OUR TENDER FOR THE PURCHASE OF SCRAP BATTERIES ON 'AS IS WHERE IS BASIS' AS PER RATES QUOTED IN ANNEXURE-'A'.

2. I/ WE HEREBY QUOTE RATES FOR THE PURCHASE OF _____ LOT (S) IN THE ENCLOSED ANNEXURE-'A' AND TOTAL PURCHASE VALUE IS Rs._____. AND AS SUCH Rs._____ (5% OF THE TOTAL OFFER VALUE) BECOMES DUE AS EMD.

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 IN BLOCK LETTERS

2. SIGN. _____
ADDRESS. _____

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

PLEASE NOTE : (i) NO SALE TAX IS APPLICABLE.

(ii) MUST ATTACH THE COPY OF REGISTRATION CERTIFICATE WITH MOEF/CPCB BEARING ITS VALIDITY PERIOD.

(iii) MUST INDICATE ONLY THE RELEVANT VALUES IN RESPECTIVE COLUMNS OF ANNEX-'A'.

(iv) RATES MUST ONLY BE QUOTED IN ANNEXURE-'A' AND NO WHERE ELSE.

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

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. Copy of Cancelled cheque. -
7. **IFSC/RTGS CODE OF BANK/BRANCH
WHERE FUNDS ARE TO BE TRANSFERRED**

SIGNATURE OF TENDERER _____

NAME IN BLOCK LETTERS _____

FIRMS' FULL ADD. _____

WITH SEAL _____

DELHI TRANSPORT CORPORATION
(GOVT. OF N.C.T. OF DELHI)
I.P. ESTATE : NEW DELHI-2
TERMS AND CONDITIONS OF TENDER
(ONE TIME TENDER)

Tender should be submitted to the Chairman-cum Managing Director, DTC Head Quarters, I.P.Estate, New Delhi-110002 in a sealed cover. Superscribed on the left corner of the envelope "Tender and EMD for the purchase of Scrap Batteries due on 19-01-2010". The tender should reach the tender cell, Room No., 207 DTC Head Quarter I.P.Estate, New Delhi-2 in a sealed cover on or before 19-01-2010 at 14:30 Hrs. and the same would be opened on the same day at 15:00 Hrs. In the presence of desirous tenderers.

2. Tenders should be signed by the Tenderer/Tenderers him self/themselves or a duly authorised person in this behalf. A copy of such authority 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. Prices should be quoted clearly both in figures and words and the unit of offer should be the same as indicated in the catalogue/rate annexure, such as M.T./Kgs./Nos. Lot etc. It will be presumed that the rates quoted by the tenderer is/are for the unit specified. Should thereby any variation between the rates indicated in figures and in words, the higher of the two will be final and binding on the tenderer. Tenderer would affix his stamp and signatures with full name and designation in block letters on each and every page of the tender. Failure to do so, will render it liable to be rejected. Over writing or alteration will also disqualify the tender unless these are legibly attested by the tenderer/s.

The tender should be kept open for acceptance for 120 days from the date of opening of the tenders. If withdrawn before that date the earnest money will be forfeited in full. The decision of the Chairman cum MD, DTC in this respect will be final and binding on the tenderers. The tender rates should be quoted in the enclosed proforma.

4. **Earnest Money Deposit (EMD) : Each tender will be accompanied by earnest money deposit equivalent to 5% of the total sale value offered subject to minimum of Rs.10,000/-.** Tenderers should note that the EMD instrument (Cash receipt/DD/Pay Order etc.) be also enclosed inside the envelope containing the offer. The envelope should be superscribed as tender for "purchase of scrap batteries due on 19.01.2010". 'No interest will be paid on the Earnest Money/ Security Deposit Money (Central Govt., State Govt. origination, Under Takings are exempted from EMD.)'

TENDERS RECEIVED WITHOUT OR LESS AMOUNT OF EARNEST MONEY DEPOSIT THAN ABOVE SCHEDULE SHALL STAND SUMMARILLY REJECTED WITHOUT ANY REFERENCE TO THE TENDERER(S)- NO REPRESENTATION OF THE TENDERER WILL BE ENTERTAINED IN THIS REGARD AT ANY COST. NO INTEREST WILL BE PAID ON EARNEST MONEY DEPOSIT.

5. a) Tender should be submitted in sealed cover and should be superscribed with the words " Tender and EMD for Purchase of Scrap_Batteries due on 17-02-09" and should be addressed to the Chairman-cum –MD., DTC, I.P.Estate, New Delhi.
b) The sealed tender should be deposited in the tender box kept in the office of Manager (Tender Cell), DTC,Hq, Indraprastha Estate, New Delhi on or before 19.01.2010 at 14:30 hrs.
6. It will be deemed that the tenderers, before submitting their tenders have read and accepted all the terms and conditions. No tenderer shall quote or impose any condition other than these conditions. Any offer with counter Terms & Conditions shall be rejected summarily. No alternations will be allowed after tender is submitted.
7. The tender form may be downloaded from DTC web site <http://dct.nic.in> & the same may be deposited along with the requisite tender form cost if applicable.
8. Tenders received late will not be considered at all.
9. No. enquiry written or verbal with regard to the acceptance or otherwise of the tenders submitted by the various parties shall be entertained.
10. The Chairman-cum-MD., DTC, also reserves 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.

11. Chairman-cum-Managing Director., DTC or person fully authorised by him on his behalf shall be final authority to accept/reject full/any part of the tender or reject all the tenders without assigning any reason thereof.
 12. The Chairman-cum-Managing Director., DTC also reserves the right to terminate the contract at any time after giving one month notice without assigning any reason thereof.
 13. The Chairman-cum-Managing Director., DTC also reserves the right to forfeit the security deposit without assigning any reason in case of unsatisfactory performance of the contract by the contractor.
 14. Right to include any other condition or modify or alter any of the conditions already stipulated, is reserved.
 15. Any attempt on the part of the tenderers to influence any official of this organisation will disqualify the tender.
 16. Tenderers in their own interest are advised to have detailed inspection during the working hours of the corporation of the quality, quantity and satisfy themselves before submitting their tender by the date & time specified in the tender notice. Inspection permission can be had from the office of Manager (Scrap Yard), B.B.Marg/ CWS-II, Okhla, New Delhi or concerned unit officers.
 17. In case of any variation between the rates given in the tender, the higher of the two will prevail.
- (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 lots, in the presence of desirous tenderers.
18. All goods will be sold on 'As is where is basis'. Tender(s) will be deemed to have been on the clear understanding that intending tenderers have satisfied themselves fully in regard to the nature, conditions, qty. and quality of goods upon inspection. No errors, omission or mis-statement or misdescription whatsoever and howsoever made or published whether in catalogue or other-wise and no defect or fault in the goods should annul the same or be the subject of any claim on the part of the purchaser whether in compensation or other-wise nor will any such clause be entertained by the DTC.
 19. The goods shall lie in the premises of the DTC entirely at the risk of purchaser, from the time of sale and until removal.
 20. Delivery of goods shall be allowed during the working hours on production of delivery order issued by competent authority for taking delivery unless applied for with in a reasonable time before the closing hours of the day, and in this respect the DTC decision shall be final and binding. Deliveries will not be effected on holidays/including weekly holidays observed in the DTC.
 21. The Tenderers shall be deemed to have taken into account and made due allowance for the cost of handling loading, dismantling or other expenses for purpose of removal of the goods. The DTC will effect delivery of goods only at the Scrap Yard or Unit concerned which will be notified at the time of sale. No dismantling will be allowed who is the premises of DTC.
 22. PAYMENT , DELIVERIES & GROUND RENT CHARGES:-
- (a) The successful tenderer will have to purchase the offered lots/quantity and remove the same at his own cost from DTC's premises. The schedule of payment and deliveries shall be as follows:-

Sale value of Qty. (Rs.)	No. of installments	Time of deposit for 1st Installment	Time of deposit for 2 nd Installment	Time of deposit for 3 rd Installment	Time of deposit for 4 th Installment
(from the date of receipt of offer letter issued by DTC)					
up to 10 lac	one	within 15 days	-----	-----	-----
Above 10 to 25 lac	two	-----	within 30 days	-----	-----
Above 25 to 50 lac	three	-----	-----	within 45 days	-----
Above 50 & above	four	-----	-----	-----	within 60 days

In case 15th day happen to be holiday, then next working day will be treated as 15th day.

The amount of installment can be deposited maximum up to 2 weeks after the due date but with penalty @ of 1% of total sale value per week or part thereof (minimum one week will be charged). EMD shall be forfeited without further reference in case payment is not deposited even with penalty up to the specified time.

After depositing of respective installment, the successful tenderer will ensure to lift the material within 10 working days failing which ground rent charges as given below in para (c) shall be applicable.

(b) GROUND RENT CHARGES :

In case the firm fails to comply with the specified liftment periods, ground rent @ 10% will be charged for the value of the quantity not lifted till first 15 days and the same will be enhanced to 15% for the next 15 days for a period of one month subject to minimum of Rs.1000/- per day. The ground rent shall be payable only in cash.

23. 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.

24. (a) All the prices offered by the tenderers will exclude Excise duty/other taxes, etc. Which will be charged extra as applicable.

(b) Terminal tax or Excise duty or any such taxes whether payable to Central or State Government or to Municipal/Local or other authority shall be recoverable from the purchasers as part of the purchase price.

Non payment of any amount payable under this clause will have the same effect as non-payment of purchase money and will result in lose factor termination of the contract and forfeiture of earnest money.

25. DTC shall not be liable for non-performance of any contract either wholly or in part or any delay in performance resulting from or due to any cause beyond DTC control including fires, strike, go-slow, lock-out closure dispute with work-man, uncertain and unstable labour situation, war riots, civil commotion, postilance epidemics, floods, accident to machinery, shortage of fuel, shortage of any raw materials or other materials, shortage of labour, Govt. or Railway restriction acts, demands or requirements of government force majeure or any circumstances beyond control of DTC whether direct due to or in consequence of the aforesaid causes or not and the existence of such cause or consequence shall be operative to extend the time of delivery of goods or as may be necessary to enable DTC to effect performance after the cause of delay shall have ceased to exist. Should DTC so determine, it shall be entitled at any time on notice to the purchaser to cancel any contract the performance of which is likely to be delayed by any of the aforesaid cause and in such cases the purchasers shall cover no claim upon DTC of any kind. The provision of this paragraph shall not be Limited or abrogated by any other terms of the contract whether printed or written nor will the provisions of this clauses abrogate or limit the effect of any other clause mentioned in the general conditions of sale.

26. Any dispute arising out of any contract shall be decided by the Courts in Delhi and by no other courts. The Courts in Delhi shall have exclusive jurisdiction upon any such dispute.

27. 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 delivery 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.

28. The purchaser shall not be entitled to re-sell any lot or part of a lot while the goods are still lying within the premises of DTC and no delivery would be effected by DTC to any person or persons other than the purchasers whose names are mentioned in the delivery order.
29. All complaints of whatsoever nature should be referred to the Chairman-cum- Managing Director, DTC,I.P.Estate New Delhi in triplicate immediately by the purchasers concerned.
30. Purchasers are warned that attempts to misuse gate pass. Challans, unauthorised delivery of any such documents will open them to serious penalties or such other action as may be opened to DTC. The purchaser should, therefore ensure that important documents relating to sale are in the custody only of authorised, representative. Purchasers and their representatives required to adhere strictly to the depot/works/sales areas security rules.
31. No picking and choosing will be allowed. The purchaser will have to lift the material from lots from one side of the heap till the entire quantity is lifted.
32. The quantities indicated against all the lots are on approximate basis only. The purchaser will have to clear the entire lot on " As is where is basis" without leaving behind any material. Any shortfall, if can not be made up in any of the lots & the due proportionate amount will be refunded. In case of excess availability of the quantity as mentioned in the lot will be retained.
33. All purchasers before actually collecting purchased material from in side the work should contract the safety officer of work and/or respective Incharge and the sites to got themselves fully acquainted with safety rules/ instructions.
34. DTC shall not be liable for or be bound in any manner or any representation or statement which are not contained in the tender or are contrary to and inconsistent herewith purported to be made by purchaser, if any and or any authorised officer of the DTC.
35. Any piece of non-ferrous metal found in any lot of ferrous metal at the time of effecting delivery of the lot shall, for the purpose of sale, be always deemed to have been excluded from the sale. The purchaser shall not lift from the lot or remove any such piece and shall have no claim there to or any right to ask for any compensation amount thereof.
36. In case of any wrongful removal of any materials by the purchaser, DTC shall be with in its rights to suspend further delivery to the purchaser until full compensation for such wrongful lifting or removal has been paid and in this respect the decision of DTC regarding the amount of such compensation shall be final & binding.
37. All the goods tendered for sale by tender are only subject to availability at the time of delivery.
38. (a) If crane is required, its charges will be borne by the purchaser whenever the materials are required to be loaded/shifted by crane after the sale is concluded.
(b) Loading has to be done by the purchaser at his own cost, risk and arrangement.
(c) Loading hours are from 9: 00AM to 4: 00 PM.
(d) Loading/lifting should be done by the purchaser only during the loading working hours as mentioned above. Purchaser should contact the concerned officer of the DTC and make prior arrangement for lifting before placement of truck/trailer.
(e) The purchaser shall not be allowed to re-sale the goods within DTC premises.
39. The weight recorded on the weigh bridge of the DTC will be final. The physical delivery will be by weightment/counting/measurement as the case may be.

40.. ARBITRATION:-

In the event of any question, dispute or difference arising under these conditions or in connection with this contract of sale of tender except as to any matter the decision of which is specially provided for by these conditions the same shall be referred to the sale arbitration. The Chairman-cum-Managing Director or some other person appointed by him. There will be no objection that the arbitrator is an employee of the Corporation, that he had to deal with matters to which the contract relates or that in the course of his duties as an employee of the Corporation, he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract. It shall be term of the contract.

(A) If the Arbitrator be the Chairman-cum M.D.

i) In the event of his being transferred or vacating his office by resignation or ceasing to be in employment of the Corporation or otherwise, it shall be lawful, for his successor in office either to proceed with the reference, himself, or to appoint another person as Arbitrator : or

ii) In the event of his becoming unable to act due to any reason, it shall be lawful for the Chairman-cum M.D. to another person as Arbitrator, or

(B) If the Arbitrator be a person appointed by the C.M.D.

i) In the event of his dying, neglecting or refusing to act. Or resigning or being unable to act for any reason, it shall be lawful for the Chairman-cum M.D. to proceed with the reference himself or to appoint another person as Arbitrator in place of out going Arbitrator.

iii) It is further a terms of this contract that no person other than the Chairman-cum M.D. or the person appointed by him should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to Arbitrator at all.

iv) Upon every and any such reference, the assessment of the costs incidental to the reference and award respectively, shall be in the discretion of the Arbitrator.

v) Subject as aforesaid the arbitration act, 1940 and the rules there under and any statutory modification hereof for arbitration proceedings under this clause.

vi) Works under the contract shall, if reasonably possible continue during the arbitration proceeding and no payment due to or payable to the corporation shall be with held on account of such proceedings.

vii) The venue of arbitration shall be Delhi or such other place as the Chairman-cum M.D. at his discretion may determine. In this clause the expression " Chairman-cum M.D means Chairman-cum-M.D., for the time being and include of there be no Chairman-cum Managing Director, the officers who is for the time being the administrative head of the Corporation. Whether in addition to other function or otherwise. In case, amount of award exceeds Rs. 25,000/- the arbitrator shall have a speaking award.

41 Any other conditions changes/amendments to the tender terms & conditions if made which are not incorporated in these terms and conditions of catalogue, will be announced subsequently which will be binding on the tenderers.

42. DTC reserves the rights to with-hold any qty. of any/all items/lots at its sole discretion without assigning any reason what so ever or thereof.

43. Must attach the copy of registration certificate with moef/cpcb bearing its validity period.

For Dy. CHIEF GENERAL MANAGER (MS-I)

DELHI TRANSPORT CORPORATION
SALE OF SCRAP BATTERIES
(06 LOTS) TENDER DUE ON 19 01.2010

ANNEXURE 'A'

S.N O	LOT NO.	DESCRIPTION	UNIT	LOT QTY	PRICE PER UNIT		TOTAL LOT VALUE	
					IN FIG.	IN WORDS	IN FIG.	IN WORDS
1	5147	BATTERY 6V 21 P (HARD RUBBER) 150AH	NOS	8366				
2	5148	BATTERY 12V21 P (LIGHT WEIGHT))150AH	NOS	27				
3	5149	BATTERY 12V 65 AH(LIGHT WEIGHT)) COMPUTER	NOS	15				
4	5150	BATTERY 12V 11 P (LIGHT WEIGHT) 75 AH	NOS	10				
5	5151	BATTERY 12V 13 P (LIGHT WEIGHT))	NOS	10				
6	5152	BATTERY NS - 40 (LIGHT WEIGHT)) 60 AH	NOS	12				

SIGNATURE OF TENDERER _____

NAME IN BLOCK LETTERS _____

FIRMS' FULL ADD. _____

WITH SEAL _____