Limited Tender is invited manually on short term Basis in Single Part Bid system by DGM (T) M&S, 1st floor pre fabricated building, Rajghat Power House, New Delhi 110002 from the experienced and reputed contractors/suppliers in the relevant business for the following work:

<table>
<thead>
<tr>
<th>S. No</th>
<th>Quotation/ tender Enquiry No.</th>
<th>Name of Work</th>
<th>Estimated Cost(Rs)</th>
<th>Earnest Money Deposit (EMD) (Rs)</th>
<th>Tender Fee(Rs)</th>
<th>Work Completion period</th>
<th>Scheduled Date/Time</th>
</tr>
</thead>
</table>
| 1.    | T15P120924                  | Supplying, Laying & Termination of 11KV, 3x300sq.mm Double Cable from upcoming Solar Power Station at IP Power House Premises to Delhi Secretariat. | `5,58,197.20 | `11,164.00 | `500.00 | 15 days | Start of Sale of Tender 18.09.2015 at 17.00 Hours  
Start of bid submission 18.09.2015 at 17.30 Hours  
End of Sale of Tender 24.09.2015 upto 10.30 Hours  
End of Bid Submission 24.09.2015 upto 10:30 Hours  
Opening of Tender 24.09.2015 at 11:30 Hours |

Complete Tender documents can be downloaded from the websites of [www.dtl.gov.in](http://www.dtl.gov.in). Tender can only be submitted manually in the office of DGM (T) M&S, 1st floor pre fabricated building, Rajghat Power House, New Delhi 110002, Phone/Fax No. 011-23251274.

Note: Only invited vendors can apply for the limited tender.

Er. Ashok Kumar  
DGM (T) M&S
Supplying, Laying & Termination of 11KV, 3x300sq.mm Double Cable from upcoming Solar Power Station at IP Power House Premises to Delhi Secretariat.
Limited Tender is invited manually on short term Basis in Single Part Bid system by DGM (T) M&S, Ist floor pre fabricated building, Rajghat Power House, New Delhi 110002 from the experienced and reputed contractors/suppliers.

<table>
<thead>
<tr>
<th>Tender Name</th>
<th>Supplying, Laying &amp; Termination of 11KV, 3x300sq.mm Double Cable from upcoming Solar Power Station at IP Power House Premises to Delhi Secretariat.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Enquiry No.</td>
<td>T15P120924</td>
</tr>
<tr>
<td>Earnest Money (EMD) in Rs.</td>
<td>₹ 11,164.00</td>
</tr>
<tr>
<td>Estimated Amount (in Rs.)</td>
<td>₹ 5,58,197.20</td>
</tr>
<tr>
<td>Tender Fee</td>
<td>₹ 500.00 non-refundable in F/o Delhi Transco Limited payable at New Delhi.</td>
</tr>
<tr>
<td>Period</td>
<td>15 days (Tentatively from 25.09.2015 to 09.10.2015)</td>
</tr>
</tbody>
</table>

For details, please visit website of www.dtl.gov.in. Tender can only be submitted manually in the office of DGM (T) M&S, 1st floor pre fabricated building, Rajghat Power House, New Delhi 110002, Phone/Fax No. 011-23251274.

Note: Only invited vendors can apply for the limited tender.
Dear Sir,

I/we submit this manual tender bid through for the work/service as per schedule given in tender documents. I/We have thoroughly examined the terms and conditions given in the tender document and its annexure and agree to abide by them. I/We confirm that no other charges would be payable to me/us except manually filled/submitted price bid available with this tender at www.dtl.gov.in.

I/We agree to hold the offer valid for acceptance up to 120 days from the date of opening and shall be bound by communication and acceptance Letter dispatched on the last-day of validity of offer.

I/we further undertake that, this offer shall not be retracted or withdrawn by me/us after the opening of the tender. In the event of my/our tender being accepted for the whole or any part quantity, I/We, agree to furnish the required F.

Bank Guarantee/FDRC Draft/DD/PO No………………………… Dated …../……/……….. drawn on………………………………………………..of Rs …………/- is being enclosed herewith as EMD and placed inside EMD envelope with required details (as per 1.23 of part I of tender document) are mentioned on the EMD envelope (to be submitted in the office of DGM(T) M&S, Ist floor pre fabricated building, Rajghat Power House, New Delhi 110002 Phone/Fax No. 011- 23251274 at least one hour prior to tender opening schedule).

In case EMD is in the form of BG, then it should be valid for minimum 240 days from date of opening. (BG validity less than 240 days shall not be accepted)

The following pages have been added to form of this tender
i)
ii)

Yours faithfully,

(Signature of Tenderer)
Place……………………………………... status/state of capacity on which the signatory is signing.

Date……………………………………...  

<table>
<thead>
<tr>
<th></th>
<th>Witness 1</th>
<th>Witness 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
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</tr>
</tbody>
</table>

Name and address of the contractor

........................................................................................................................................
........................................................................................................................................
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<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>INSTRUCTION TO TENDERER</td>
<td>6-11</td>
</tr>
<tr>
<td>II</td>
<td>CONDITIONS OF CONTRACT</td>
<td>12-20</td>
</tr>
<tr>
<td>III</td>
<td>ADDITIONAL INSTRUCTIONS FOR TENDERS</td>
<td>21</td>
</tr>
<tr>
<td>IV</td>
<td>SPECIAL TERMS &amp; CONDITIONS</td>
<td>22-26</td>
</tr>
<tr>
<td>V</td>
<td>PRICE SCHEDULE</td>
<td>27-30</td>
</tr>
<tr>
<td>Annx-I</td>
<td>BANK GUARANTEE FOR EMD</td>
<td>31-32</td>
</tr>
<tr>
<td>Annx-II</td>
<td>PROFORMA OF CONTRACT AGREEMENT</td>
<td>33-35</td>
</tr>
<tr>
<td>Annx-III</td>
<td>PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT TOWARDS DUE FULFILLMENT OF CONTRACT</td>
<td>36-37</td>
</tr>
</tbody>
</table>
SECTION-I

INSTRUCTION TO TENDERER

1.1 CONDITIONS OF CONTRACTS

1.1.1 The tender covers subjected work & adjoining areas. Tender shall be governed by the conditions details in the conditions of the contracts covered in Section II, III, IV.

1.1.2 The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, facilities for workers and all other services required for the execution of the work unless otherwise specifically provided for in the contract documents.

1.1.3 Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope of the work to be done and of conditions and rates at which stores, tools and plants etc. if any will be issued to him by DTL and local conditions and other factors having a bearing on the execution of the work.

1.2 TENDER FORMS

1.2.1 Tender must be submitted manual, completely filled in all respect. The tender documents so filled should be in the same format as given by DTL. No changes are allowed to be made in the format of these documents. Any further Particulars, desired to be submitted should be given in a covering letter along with the tender, explaining briefly the salient points not otherwise covered in the tender specifications and this attachment has to be clearly mentioned in the tender form/undertaking. Price Performa to be completely filled manually at the price bid/quote link of the tender.

1.2.2 Tender fee shall be ₹500.00 only in the form of DD/Pay Order in favour of Delhi Transco Limited payable at New Delhi. Tender fee shall be submitted in the envelop of EMD as prescribed in the clause 1.22 of Part-I. Tender fees shall be non refundable.

1.3 LODGING OF TENDERS

1.3.1 The Tender should be addressed to DGM (T)M&S.

1.3.2 The tender must be submitted manually in the office of DGM(T) M&S.

1.3.3 The Tender is liable to be ignored, if incomplete information or superfluous information not called for in the invitation to tender is given or if particulars asked for in the tender form are not fully furnished.

1.3.4 All tenderer must indicate the capacity and the authority of the individual signing the tender. It must be declared whether the individual is legally competent to enter into the contract or not.

1.3.5 Irrespective of the date of posting, the submission of tender manually will seize after the submission/opening deadline. The tenders can only be submitted manually.

1.3.6 If the tenderer is an Ex-employee of DTL, the details of employment & date of leaving DTL be mentioned in offer.

1.3.7 If the tenderer is related to any person who is employee in DTL, the full particulars of concerned person & relationship should be mentioned in the offer.

1.4 VALIDITY OF TENDERS
1.4.1 A tender shall remain open for acceptance for a period of 120 days from the date of opening of tenders or till such time up to which extension of validity has been agreed. If a tender is notified during this 120 days or extended period that this tender has been accepted, he shall be bound by the terms of the agreement of his tender till such agreement is replaced by a contract as stated in clause 1.12 below. If a day up to which the offer is to be remain open has been declared to be closed/holiday for the DTL the offer shall remain open for acceptance till the next working day, The tender with shorter validity is liable to be ignored and may not be opened.

1.5 WITHDRAWAL OF TENDERS & SUBMISSION OF ANOTHER TENDER
1.5.1 The Tenderer cannot withdraw his tender, before the due date of opening. Such tender should be complete in all respect. In such cases, the earlier offer will not be opened. In case, the tenderer revises, withdraws or amends without the written consent of the purchaser, his tender after the date of opening, the earnest money deposited by the tenderer shall be forfeited in full or part thereof. If the party is registered with the DTL/ Delhi Govt, their registration may be cancelled with forfeiture of security deposit in such event. This withdrawal & resubmission clause may change as per tendering guidelines.

1.6 PRICE
1.6.1 The contractor must fill the price bid/schedule/quote manually along with the tender.
1.6.2 The price should be inclusive of all statutory taxes and levies applicable at the time of quote on supplies and services.
1.6.3 The rates shall be treated as per unit (as stated in the schedule).
1.6.4 The prices, quoted must be firm and as per unit as stated in the schedule after deducting cash discount, if any.

1.7 Deleted.
1.7.1 Deleted.
1.7.2 Deleted.

1.8 Deleted.
1.8.1 Deleted.
1.9 Deleted.
1.9.1 Deleted.

1.10 ACCEPTANCE OF TENDERS
1.10.1 The owner is not bound to accept the lowest tender or any other tender and to assign any reason for rejection of any or all the tenders. The owner also reserves the right to accept either the whole or part of the tender.
1.10.2 The owner reserve the right to place the order for different items against one tender to different party on their lowest quoted/computed rates.
1.10.3 Printed terms and conditions of the tendered will not be considered as forming part of the tender. In case of any terms and conditions of the contract applicable to the invitations to tenders are not acceptable to the tenderness. They should clearly specify deviation in their tenders. The owner may not consider the tender with such deviations. If nothing otherwise is mentioned it will be assumed that these conditions are acceptable to tender.
1.11  **COMMUNICATION OF ACCEPTANCE**
Acceptance of service rates by the owner will be communicated through telegram / phonogram Telex / Fax / Regd. A/D letter or acceptance letter (i.e. letter of intent) or formal purchase/work order. In case the acceptance is communicated by telegram or Regd. AD letter, the formal work order will be forwarded to the supplier as soon as possible but the instructions contained in the telegram or acceptance letter should be acted upon immediately. Posting of L.O.I. even on the last day of validity of offer shall be binding upon the contractor.

1.12  **EXECUTION OF CONTRACTS AGREEMENT**
The successful tenderer shall have to execute an agreement on a non-judicial stamp paper of Rs. 100/- within 07 days of the receipt of the work order, failing which it shall be presumed that purchase/work order along with the its terms & conditions is acceptable to him and shall be binding upon him. The draft language for contract agreement shall be as per Annexure-V.

1.13  **SECURITY DEPOSIT FOR DUE FULFILMENT OF CONTRACT**
The successful tenderer shall have to deposit the security @ 5% of the contract value for the proper Performance of the contract within thirty days of receipt of Purchase Order, failing which a penalty of 0.05 % per week subject to maximum of 2 % shall be levied on the contractor.

1.13.2  The security amount is to be deposited in the form of DD/Pay order/Bank Fixed Deposit / B.G. drawn in favour of DELHI TRANSCO LIMITED valid upto contractual period. No interest shall be paid on this amount.

1.13.3  The security amount in whole or any part thereof is liable for forfeiture in case of un-satisfactory executive delay or bad supplies.

1.13.4  The security amount shall be refunded on the satisfactory completion of contract.

1.14  **QUANTITY VARIATION**
During the execution of contract, the owner reserves the right to increase or decrease the quantity of any works under the contract as per DTL requirement, but without any change in unit price or other terms & conditions.

1.15  **PHYSICAL SUBMISSION OF TENDERS**
The tenderer shall submit his offer manually under single part bid system. The EMD fee and Tender Fee shall be submitted in the office of DGM(T) M&S.

1.16  **DOCUMENTS TO BE SUBMITTED MANUALLY**
1.16.1  **TECHNICAL PACKAGE** contain scanned documents clearly indicating details of EMD and other information required as per eligibility criteria as given below:-
(a) Details of Earnest money will be submitted manually; however, it would be physically submitted as per 1.23.3.
(b) Tender form/undertaking.

1.16.2  **FINANCIAL PACKAGE** shall consist of price schedule and submitted in the office of DGM(T)
M&S along with other documents as per NIT.

1.17  **FORMAT AND SIGNING OF TENDERS**

1.17.1 If the tender is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address.

1.17.2 If the tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the tender.

1.17.3 All amendments/corrections shall be initialed by the person or persons submitting the tender.

1.17.4 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

1.18  **TENDER OPENING AND EVALUATION TENDER OPENING**

1.18.1 The Employer/Engineer will open the Technical Package, on scheduled date & time as mentioned in tender document on line. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Technical Package & Financial Package. The Tender of any Tenderer who has not complied with one or more of the foregoing instructions may not be considered.

1.18.2 Technical and financial Package of the Tender shall be opened on same day and submitted to tender committee for scrutiny.

1.19  **PROCESS TO BE CONFIDENTIAL**

1.19.1 Except the public opening of Tender information, relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderer or other persons not officially concerned with such process.

1.19.2 Any effort by a Tenderer to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the tender.

1.20  **CLARIFICATION OF TENDERS**

Technical evaluation of technical packages submitted by tenderer shall be undertaken based on details submitted in the technical package only. No additional information in this regard will be sought from tenderer. Employer reserve the right to ask any clarification from tenderer for details submitted with technical and financial packages if it so desires during the evaluation.

1.21  **EMPLOYER’S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS.**

The Employer reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders, at any time prior to award of contract.

1.22  **AVAILABILITY OF TENDER DOCUMENTS:**

1.22.1 The tender documents can also be downloaded from website of DTL i.e. www.delhitransco.gov.in. The offer will only be considered if the prospective bidder submits the tender manually in the office of DGM(T) M&S.

1.22.2 The tender documents downloaded from website shall be submitted by tenderer strictly after filling
the rates in the prescribe schedule of items/price bid available with tender document. The tenderer has to submit tender documents strictly in single-part bid system as described in “physical Submission of tenders”.

1.23 
**EARNEST MONEY AND TENDER FEE**

1.23.1 Earnest Money is to be deposited in the form of Bank Guarantee/FDRC/ Draft/DD/PO (Bank Guarantee should be issued from schedule banks only). The detail of EMD should be written on the envelope clearly mentioning Tender no., Name of work, Validity of offer, Amount, DD/IPO/FDRC Draft /Bank Guarantee number and date, name of Bank, Name of tenderer, Due date of opening. No other mode is acceptable.

1.23.2 In case EMD is in the form of BG (Bank Guarantee), then it should be valid for minimum 240 days from date of opening. B.G. Performa for EMD enclosed as **Annexure-I**.

1.23.3 The original EMD document has to be submitted in a sealed envelope as per directions pointed out at serial no 1.23.6 below at the office of **DGM(T) M&S , Ist floor pre fabricated building, Rajghat Power House, New Delhi 110002 Phone/Fax No. 011- 23251274** at least one hour before the tender opening deadline, otherwise the offer will be rejected.

1.23.4 Earnest money is to be deposited by all tenderer, except where Govt. has exempted certain classified bidders, which are registered with DGS&D, NSIC etc. However the requisite document to be submitted along with its information on the face of envelope.

1.23.5 FIRST THE EMD ENVELOPE will be opened and in case Earnest money is not found of required amount or not in acceptable mode, then the manually submitted technical and commercial bids will not be opened & the complete offer will be rejected.

1.23.6 The following particulars shall be clearly mentioned on the sealed envelope containing the **EMD and Tender Fee** failing which the offer may be summarily rejected and the bid will not be considered :-

- **Name of work,**
- **Tender Number,**
- **Due date of opening,**
- **Validity period of submitted offer.**
- **Detail of Earnest Money & Tender Fee given as under:**
  - “BG/DD/PO no, Date, Amount (in Rs), Name of issuing Bank.” - EMD
  - “ DD /PO no. , Date, Amount (Rs), Name of issuing Bank” -Tender Fee

**Full Name and Address of the Tenderer.**

i) Earnest money of all the unsuccessful tenderer will be refunded after finalization of the bids.

ii) If the successful tenderer withdraws his tender with in validity period of 120 days or makes any modification in terms and conditions of tender which are not acceptable to DTL, the DTL shall without prejudice to any other right or remedy, be at liberty to forfeit the entire amount of the EMD.

iii) Fresh earnest money should be deposited in each case. No request for adjustment of Earnest money from any amount pending with the company/Undertaking shall be considered. The EMD of one tender case shall not be transferred / adjustable towards other tender However, on re-tender of the same case the EMD shall be adjustable.

1.24 **ACCEPTANCE**

The acceptance of the tender shall rest with the **Engineer-in-Charge** who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received without assigning any reason. Further, Engineer-in-Charge reserves to himself the right to
accept the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect shall be liable to rejected.
2.1 In construing these general conditions and specification the following words shall have the meaning
herein assigned to them unless there is something in the subject or the context in consistent with
such constructions.
   i. Owner shall be the Chairman (Delhi Transco Limited) and shall include its legal personal
      representative /successors and assignees.
   ii. The contractor’ shall mean the tenderer whose tender shall be accepted by the owner and
       shall include legal Personal representatives, successors and assignees.
   iii. The sub-Contractor’ shall mean the person named in the contract for any part of the work or
       any person to whom the part of the contract has been sublet with the consent in writing of
       the owner.
   iv. The Contract’ shall mean to include General conditions, specifications, schedule, drawing of
       tender covering the letters and schedule or process as agreed between the parties.
   v. Month shall mean calendar Month.
   vi. Writing’ shall include any manuscript, type written or printed statement under or over
       signature or seal as the case may be
   vii. Person’ shall include firms, company, Corporation and Municipalities. Word imparting the
       singular only shall also include the plural and vice-versa where the context so required.
   viii. Site shall mean the site of D.T.L as may be specified in the contract.
   ix. Specifications’ shall mean the specifications as annexed here to and such other drawing and
       details as may be agreed to mutually.

2.2 SCOPE OF CONTRACT
   2.2.1 After the tender is accepted all order of instructions to the contractor shall be given by the Owner.
   2.2.2 The scope of work includes subjected work.
   2.2.2 The contractor shall be deemed to have carefully examined the specification and also to have
       satisfied himself as the nature and character of the work to be executed and their necessities of the
       site conditions and other relevant material and details. Any information, thus had or otherwise
       obtained from the purchaser/owner shall not in any way relieve him to service in terms of his
       contract.

2.3 CONTRACT SPECIFICATIONS
   2.3.1 The contract shall include the subjected work.
   2.3.2 Contractor shall execute the work as per relevant standards/DTL specifications to the satisfaction of
       engineer in-charge. Contractor shall submit details before the commencement of the service under
       the contract. Any deviation in the service due to in-correct specifications although approved by the
       owner shall not release the contractor from his obligations of supplying the correct material &
       performing the services.

2.4 SUB-LETTING OF CONTRACT
   2.4.1 The contractor shall not unreasonably with hold, assign or sublet his contract or any substantial part
       thereof, without the written consent of owner. Such subletting shall not in any way be interpreted as
releasing the contract from his liability & obligations under the contract.

2.5 **POWER TO VARY OR OMIT WORK**
No alteration, amendments, omissions, additions, suspensions or variations of the work/supply under the contract as shown by the contract specifications shall be made by the contractor except when directed in writing by the purchaser/owner.

2.6 **CONTRACT PRICE**
2.6.1 The supplier/contractor shall give details manually in the price bid (as per clause 1.6).
2.6.2 The contract prices shall be payable in the legal currency of the country.

2.7 **COMPLETION PERIOD**
2.7.1 The work should be completed within 15 days along with supply of material from the date of agreement, whichever is earlier. The contractor is required to attend the work within stipulated time notice/intimation from the site in charge through Fax/e-mail/telephone, in case non compliance of this clause, the work shall be got carried out at the risk & cost of contractor beside deduction of penalty. No liability shall however be attached to the contractor, if he satisfies the purchaser that the commissioning/completion of project is tendered impossible or delayed by reason of abnormal political conditions or any act of the government except in conditions of 2.8 below.

2.8 **EXTENSION TIME FOR COMPLETION AGAINST FORCE MAJEURES CONDITIONS:**
2.8.1 Should progress in project be delayed due to force majeure conditions that is by strike, lock-outs, fire, accident, flood, war, shortage of power and embargo, any act of God or any other causes beyond the control of the contract and whether such delay or impediment occurs before or after the time for dispatch a reasonable extension of the time shall be granted by arrangement between the parties, provided that the delays and its causes have been notified by the contractor at the time of occurrence of the cause of delay.

2.9 **PENALTY-CLAUSE**
2.9.1 If the contractor fails to respond within stipulated time notice from the site in-charge for carrying out the work within the time fixed or extension thereof if any, granted under Clause 2.8 as above, a penalty of 1% per week for the period of delay subject to maximum of 10% of total value of the work order would be levied on the contractor. It may clearly be noted that penalty as per above percentage will be levied in full for the total contract value and not for the balance portion of the work since delayed completion of the work affects the availability/reliability of entire system. The amount of penalty can be recovered from any other contract for any amount due to the contractor from DTL.

2.10 **CONTRACTOR’S REPRESENTATIVE**
2.10.1 On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking the instructions from Engineer-in-Charge shall be communicated to the Engineer-in-Charge or his authorized representative.

2.11 **RISK & COST**
2.11.1 The work shall be completed satisfactorily and within the period specified in the order, failing which the owner reserves the right to get the work done from other sources at the sole risk and cost of the
supplier/contractor and the differential cost will be recovered from the contractor.

2.11.2 If on checking, testing and using, the work/service proves to be defective or fails to fulfill the guarantee performance of the contract as specified by him, the contractor shall have to make good the defects at his costs. If the contractor fails to do so the DTL may arrange supplies/works the cost of the contractor.

2.11.3 Where services/works are not done according to specifications and it is decided to retain the inferior services/works at the discretion of the DTL, contractor will be entitled to receive the payment at rates by the DTL with due regard to the quality of the services supplied and not at the rates mentioned in the order.

2.11.4 In case there is no improvement in the proper execution of the order as per terms and conditions of the contract the DTL reserves the right to cancel the order after serving 15 days written notice to contractor and no claim for damages will be entertained.

2.12 DEDUCTION FROM CONTRACT PRICES (RECOVERIES)

2.12.1 All costs, damages or expenses, which the owner may have paid or which under the contract, the contractor is liable, are to be deducted and recovered by the owner from money due or becoming due to the contractor from the owner by action of law or otherwise from the contractor.

2.12.2 In the event of recovery of the necessary extent becoming impossible, owing to insufficient security money and otherwise held amounts, the balance due to the purchaser/owner may be recovered in any way the DTL may deem fit.

2.13 TERMS OF PAYMENT

2.13.1 Payment shall be released after completion of actual work done. Payment shall be sanctioned after verification by Manager concerned of DTL and shall be made as per rules of the Company. If on any account or unforeseen reasons, the DTL is unable to give clearance to the contractor for doing the work, no penalty on DTL on account of loss to the contractor will be entertained. In case the work done by the contractor is not according to specifications/satisfactory, the work so executed will not be measured and no payment shall be made till the same is done according to specifications/satisfaction.

2.13.2 The tenderer shall submit bills in triplicate with supporting documents in the office of addressed Manager (Technical).

2.13.3 The payment after making necessary deductions as per DTL rules shall be made through electronic clearance system. For this Contractor have to provide their bank account no, Bank name, Branch name, RTGS/MICR/IFSC details along with the bills.

2.14 RATES/ PRICE BID

2.14.1 All rates shall be quoted manually on the prescribed schedule of items. The amount for each item should be worked out and requisite totals given including all taxes and levies applicable at the time of quote. Special care should be taken to write the unit rates in figure as well as in words, in such a way that interpolation is not possible. In case of figures, the words ‘Rs.’ should be written before the figure of Rupees and word ‘p’ after the decimal figures, e.g. ‘Rs. 2.15p’ and in case of words, the word, - ‘Rupees’ should precede and the word ‘Paise’ should be written at the end. Unless the rate is in whole rupees and followed by the word ‘only’ it should invariably be up to two decimal places.

2.14.2 While quoting the rate in schedule of quantities, the word ‘only’ should be written closely following the amount and it should not be written in the next line.

2.14.3 In the case of Item Rate Tenders, only quoted rates for each item shall be considered. Any tender
containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words.

2.14.4 However, if a discrepancy is found, the rate that will correspond with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.

2.15 GUARANTEE

2.15.1 The Contractor shall guarantee (Six month from the date of completion of work) that the workmanship are the best of their respective kinds for the service intended and that all items will be free from all defects/errors in workmanship.

2.15.2 Guarantee, as required, shall be furnished by the Contractor upon forms approved by the Engineer in-charge and shall be signed by Contractor whose work is involved.

2.15.3 The work shall be carried out strictly as per specifications of various equipments manuals. These specifications assume proper degree of skill upon the part of all Contractors and workmen employed. The Contractor shall consult with the Engineer, whenever, in his judgment, variations in the work of construction or in the quality of materials would beneficial or necessary to fulfill the guarantees called for. Such variations may be made by the Contractor only when authorized by the Engineer in writing.

2.15.4 The Contractor shall provide a guarantee to remedy any defects at his own cost in his work due to faulty workmanship, which shall appear within the time specified. The Contractor shall remedy such defects within a reasonable period of time.

2.15.5 Bank Guarantee against security shall be released after the expiry of work order and extension if any thereof.

2.16 CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS, NOTICED WITHIN THE CONTRACT PERIOD

2.16.1 If the Contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working or any building, road, road-curve fence, enclosure, water pipe cables, drains, electric or telephone post or wires, trees, grass or grass land or cultivated ground continuous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress from any cause whatever or if any defect or other faults appear in the work within the guarantee as in clause-2.15 after the certificate of completion which shall have been given by the Engineer-in-Charge as aforesaid for the losses arising out of defective or improper workmanship, the Contractor shall upon a receipt of notice in writing on behalf of DTL, make the same good at his own expense, or the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expenses from any sum that may then, or at any time thereafter become due to the Contractor or from his security deposit for the performance bond or proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the Contractor shall not be refunded before the expiry of the period of guarantee specified in clause-2.15. If the period of guarantee of any individual item(s) of work is extended in terms of clause-2.15 following the remedying of the defect in that item (s) of work, the Engineer-in-Charge shall retain 10% of value of such individual item (s) worked out of the security deposit for not less than six months.
starting from the normal re-acceptance date by the Engineer.

2.17 **REGULATION OF LOCAL AUTHORITIES**
2.17.1 The tenderer shall throughout the continuance of the contract and in respect of all matter arising in the performance thereof, comply, with all notices and obtain consent for way leaves approvals as shall be applicable to the work.

2.18 **ARBITRATION**
2.18.1 In case of dispute, question or controversy the settlement of which is not specifically provided between the DTL/Board and the Supplier/Contractor relating to this order contract or any clause contained or the construction or the portion of the same or the right or duties or liabilities of either party, the matter in dispute shall be referred to the arbitration of Chairman cum Managing Director, DTL or his nominees. His/Their decision shall be final and binding on both the parties. The provision of Indian Arbitration act, 1996 as amended from time to time shall apply to such arbitration proceedings. Arbitration proceedings shall be held at Delhi and only Delhi courts will have Jurisdiction in the matter. It will not be open to the contractor/supplier to object to the appointment of MD, DTL or his nominee as arbitrator on the grounds that he is an officer of the Board or has dealt with the matter in question in the course of his duties or has expressed his views on all or any matter in dispute.

Services under this order / contract shall continue not withstanding the existence of any such dispute / question/controversy during the arbitration proceedings and the payment due or payable by the Company /Board to the contractor shall be withheld on account of such proceedings unless such payments are the direct subject of such arbitration proceedings.

2.19 **CONSTRUCTION OF CONTRACT**
2.19.1 The contract shall in all respects be construed and operate in conformity with the view of the Indian Union and all payment there under shall be made on Indian Rupee unless otherwise provided in the matter/contract.

2.19.2 The charges in respect of getting and executing of the contract documents shall be borne by the contractor. The contractor shall be furnished with a stamped counterpart of the agreement.

2.20 **PATENT**
2.20.1 In the event of any claim demand being made or action being brought against the purchaser for infringement or alleged infringement of letters patent/ License Agreement in respect of any machine plant, computer hardware/software / services or thing used or supplied by the contractor under this contract or in respect of any method using or working by the purchaser shall notify the contractor immediately any claim is made and contractor shall be at liberty if he so desires with the assistant of the purchaser, if required but at the contractor's own expenses to conduct all negotiations for settlement of the same or by litigation that may arise there from and provided that no such machine plant/computer hardware / software / services or things shall be used by the purchaser for any purpose or in any manner other than that for which they have been supplied by the contractor and specified under this contract.

2.21 **LIABILITY FOR ACCIDENT & DAMAGES**
2.21.1 The contractor shall be responsible for the loss/damages or depreciation to the work/services up to completion of work at site. The owner in accordance with the contract shall issue report of damages or loss within 14 days of the application for the same.
2.22 **DEATH, BANKRUPTCY**

2.22.1 If the contractor dies or commits any act or Bankruptcy or being a corporation commences to wind up except for reconstruction purpose or carryon its business under a Receiver, the Executors, Successors or other representatives under the law of the state shall forthwith give notice thereof in writing to the DTL, for one month during which he shall take all reasonable steps to prevent stoppage of service and have option of carrying out the contract, subject to his or their providing such guarantee as may be required by the DTL by not exceeding the value of the service for the time being remained/ unexecuted. In the event of stoppage of the service, the period of the option under this clause shall be 14 days only, provided that above option to the contract not being exercised, by the contractor and owner/DTL by notice in writing may exercise the same power, which the supplier could exercise and shall have the same right which under the last proceeding clauses if the work had been taken out of the contractor's hand under this clause.

2.23 **DISCIPLINE:**

2.23.1 The contractor shall, on instructions of Engineer-in-charge, immediately remove from the work any person employed who may misbehave or cause any nuisance of any type or otherwise in the opinion of Engineer-in-charge is not a fit person to be retained on the work and such person shall not be employed again or allowed on the work without prior written permission of the Engineer in-charge. All the rules & regulations prevailing and applicable from time to time at the instructions as directed by DTL will strictly be adhered by the contractor.

2.24 **BLACK LISTING**

2.24.1 Any party directly or indirectly, if found to be involved in fraudulent and collusive practices, may be black listed for a period of up to 3 years.

2.24.2 If the contractor fails to complete the work within stipulated period specified in the purchase order or material/workmanship is found to be defective or failing to fulfill the Guaranteed Performance of the contract as specified in the Purchase Order, they are liable to be debarred or black listed from participating in future tender of DTL for the period ranging from 0 to 3 years.

2.24.3 In case tenderer amends/modifies/revise/withdraws the prices/price structure of the offer without the consent of Delhi Transco Limited, after the tender opening and during the period of validity of their offer (i.e.120 days), the Earnest Money in full or part deposited by them shall be liable to be forfeited or their offer liable to be rejected. They shall also be debarred from participating in future tenders of DTL for the period ranging from 1 to 3 years and shall be placed under Black List.

2.25 **CONDITION OF SITE AND LOCATION**

2.25.1 Before quoting, the contractor may inspect the all sites/route of 220KV transmission lines towers to fully acquaint himself about the condition in regard to accessibility of site, nature and extent of ground, working condition of site and locality, installations of tools and plants (T&P) etc., conditions affecting accommodations and movements of labour etc., required for the satisfactory execution of the project. No claim whatsoever on such account shall be entertained by the DTL in any circumstances.

2.25.2 The contractor shall be solely responsible & shall ensure due compliance with the entire legal requirement concerning the workman employed by him under the provision of applicable labour and other legislations. In the event of the contractor committing any fault resulting in DTL being
required to insure any liability of expenses or DTL being required to any notice/summons in this respect the same shall be entitled to recover from the contractor liability attached to it due to any proceedings.

2.26 **TERMINATION OF CONTRACT**
2.26.1 DTL reserves the right to terminate the contract after giving 2 week notice in case of performance of the contractor is not found satisfactory or on account of non-compliance of any of the condition of the contract. In such case the security deposit shall also be forfeited without prejudice to right of the DTL to take any other action to recover any loss suffered by the DTL due to non-performance of the contract.

2.27 **CONTRACTOR’S REPRESENTATIVE:**
2.27.1 The contractor shall depute authorized representative or assign this job to skilled man for execution of the contract, who shall be available for communication during any time, and he shall represent the contractor in his absence & all directions given to him shall be binding on the contractor.

2.28 **ENTRY PASSES:**
2.28.1 Contractor shall be responsible for antecedents of the workmen & for getting gate passes. Gate pass shall be issued to them by the Sub-station In-charge. No labor below the age of 18 years shall be employed on the work & labor so employed must be able-bodied persons. The right of entry of the contractor & his workmen in the stations will be reserved with DTL.

2.29 **Deleted.**
2.29.1 Deleted.

2.29.2 Deleted.

(b) **Deleted.**

(c) Deleted.

(d) The tenderer should have necessary infrastructures to carry out entire job and should possess all tools, tackles, vehicle, crane and trained manpower for execution tendered work.

(e) Notwithstanding anything above the DTL reserves the right to assess the bidder’s capability and capacity to perform the work and to relax the qualifying requirement should the circumstances warrant such relaxation in the overall interest of the DTL.

2.29.3 The DTL reserves the right to reject any offer without assigning any reason and to award the work to any one tenderer/tenderers.

2.30 **ADHERENCE TO FACTORY AND PAYMENT OF WAGES ACT:**
1.) No labour below the 18 years of age limit shall be employed on the work and labour so employed must be able-bodies person.
2.) Contract shall not pay less than fair wages of laborers engaged by him on the work. The contractor is bound to adhere to factory act, payment of minimum wages. Act as applicable during the pendency of the contract. If the contractor fails to pay according to minimum wages DTL shall be at liberty to pay to the workers directly and deduct the amount from the running bills of the
The contractor shall be responsible for observing all acts and Rules under the latest factory Act/wages Act, Workman Compensation Act as under and amendment Workman Compensation Act as under the amendment from time to time. Any break shall be deemed to be breach of this contract.

2.31 **INSURANCE**

2.31.1 The contractor shall at his own expense to carry out & maintain insurance cover like the workmen compensation and shall also indemnify and hold DTL harmless from liabilities whatsoever on this account. The contractor shall ensure compliance of all statutory and mandatory requirements including all labour laws requirements.

2.32 **WORKMEN’S COMPENSATION INSURANCE**

2.32.1 The insurance shall protect the contract against all claims applicable under the Govt. of India Workmen’s Compensation Act, 1948. This policy shall also cover the contractor against claims for injury, disability, disease or death of his or his sub-contractor’s employees, which for any reasons are not covered under the workmen’s compensation act 1948. The liabilities shall not be less than: Workmen’s Compensation – As per statutory provisions. Employee’s liability – As per statutory provisions. The insurance cover may be taken with the Indian companies.

2.33 **CONTRACTOR’S OBLIGATION**

Following items are to be arranged by the contractor at his own cost:

i. Escorting & safe transportation of various materials/equipments as per the scope of work. Providing of consumables, if required, while execution of work.

ii. Marking the working zone and ensuring the safety of equipments and labour working in his own/authorized representative presence.

iii. Arranging the site by shifting of ladders etc. for the execution of work.

iv. Clearing of site after completion of work.

2.35 **SAFETY MEASURES**

2.35.1 The contractor shall have to provide all safety needs as per the requirements and as felt necessary by the Engineer for safety of the contractor’s workers/staff. Use of matchbox, lighters & smoking or other such acts, which may cause fire, are strictly prohibited. In the plant unit room no hot works such as welding, gas cutting etc. which may cause fire shall be carried out until & unless requisite fire extinguishers are arranged at the location & shall be carried out until & unless the same is co-ordinate along with security staff & fire wing at the station if asked for.

2.36 **CONTRACTUAL RESPONSIBILITY**

a) The contractor shall be liable for any loss of damage, which DTL may sustain in consequence of default or negligence on the part of contractor or his servants or agents in the execution of the contract. If the contractor fails to perform the contract and to observe all or any of the conditions of contract, DTL shall be at liberty to cancel the contract and to declare forfeiture of the security deposit or part thereof as compensation towards all or any of the losses of damages suffered by DTL and other sum which DTL considers necessary as due to cover the losses etc.

b) Contractor shall be fully responsible for any injury, which the contractor or his workmen or
any other person may sustain during the performance of this contract. The contractor shall be further responsible for observance of all acts and rules under the latest factory act, payment of wages, workmen compensation act or any other act, which may become applicable. Contractor shall be liable for payment of compensation under the acts. In case he fails to pay compensation, DTL shall deduct it from security deposit/running bills of the contractor and pay the same. It shall be responsibility of the contractor to provide medical treatment for the injury suffered by its workmen who have met with any accident. The accident report shall be submitted within 24 hours of the accident to Inspector of Factories Delhi under intimation to DTL. The contractor shall pay wages, overtime allowance to its employees as per provision of factory act.

c) The right of entry of the contractor & his workmen in the stations will be reserved with DTL.

2.37 CONTRACTOR’S REPRESENTATIVE
The contractor shall depute authorized representative or assign this job to Supervisor for execution of the contract, who shall be available for communication during any time. The representative shall represent the contractor in his absence and all directions given to him shall be binding on the contractor. All the work to be executed, shall be carried out in presence of the contractor or the person authorized by the contractor who must be technically sound for carrying the technical works.

2.38 MANPOWER REQUIREMENT
a. Contractor shall ensure that all the supervisor and labour technicians employed shall work as per Delhi factory rules & regulations including minimum wage law.

b. The deputed staff shall be covered under Provident Fund, ESI, Insurance, work man compensation act. In case of any accident during the pendency of contract, the contractor shall be liable for any injury to its staff & DTL shall not have any liability on this account.

c. The work is to be carried out in the presence of authorized supervisor i.e. possessing valid electrical license and should have adequate knowledge of working in EHV System.
3. 1 The tenders should be valid for period of 120 days from the date of opening of technical bid, failing which the tenders will be summarily rejected.

3. 2 Tenderers are requested to submit the cost schedule and the appendices dully filled in as required and should strictly followed the instructions notes supplementary there to facilitate the DTL to prepare comparative statement. Failure to do so may prevent the tender from.

3. 3 In case of ambiguous or contradictory terms/conditions mentioned in the tender, interpretations as may be advantageous to the DTL, will be taken without any reference to the tender.

3. 4 The price should be inclusive of all statutory taxes and levies applicable at the time of quote on supplies and services.

3. 5 The DTL shall not be bound to accept the lowest or any tender and reserves to himself the right of accepting the whole or any portion, if any, tender as he may think fit without assigning any reason for non-acceptance or selection.

3. 6 The DTL reserves the right to revise or amend the specification and other conditions prior to the date notified for opening of the tenders. Such revisions and amendments, if any, will be communicated for all tenders as amendment or addenda.

3. 7 Any action of the part of the tenderers to revise the cost/costs and/or to change the structure of cost/costs at his own instance after the opening of the tender may result in rejection of the tender and/or debarring the tendered for participating in purchases of the DTL for a period which may be upto 3 years.

3. 8 It may be noted that no extension in the due date of tender shall be granted.

3. 9 Tender documents appended hereto should be filled in completely by the tenderers and submitted along with tender otherwise their bid is liable to rejected.

3. 10 The tenders should furnish the details of their experience and statement of past/current services to this tender in the following form. Photostat copies of order and performance reports of these items from various State Electricity Boards/other Govt. Departments also be given with Part-I of the Tender.

3. 11 Price quoted should be net & firm.

3. 12 **TRANSIT SAFETY**

Each and every effort shall be made by the contractor for safe transportation/ erection/ commissioning of various equipments as per BOQ/ rate schedule. In case while carrying out the work, any equipment is found to be damaged, the contractor shall be penalized by the cost of the equipment in question.
SECTION - IV
SPECIAL TERMS & CONDITIONS

TERMS & CONDITIONS VERY SPECIFIC AND IMPORTANT FOR THIS TENDER.

4.1 The Contractor is required to take all the safety measures for his staff during the execution of work. DTL shall not be responsible for any injury to the staff of the contractor. The contractor before starting the work shall obtain clearance from site in charge and safety zone shall be created. The work shall be carried out strictly in presence of J.E (E)/site in charge.

4.2 DTL reserves the right of dividing the work. Order can be splitted on more than one Contractor.

4.3 In case of transportation, contractor shall strictly observe the rules & regulations as laid down by Traffic Police/State Transport Deptt. Any damage to DTL property/material during the course of transportation, if any, shall be recovered from the contractor’s bill.

4.4 Contractor shall be required to strictly adhere to the safety regulations & Electricity regulations/Act.

4.5 The contractor shall indemnify and be harmless to the owner or to the Manager or the agents or employees from and against all labour and all claims, insurance payments suits, actions recoveries and judgments of every nature and description brought or recovered against him or the owner by person of any act or commission of the said contract, his agents or employees in the execution of the work or the guiding of it.

4.6 The contractor shall also indemnify the owner against payments under the workmen’ compensation act which the owner may suffer, sustain or be in any way subjected to by reasons of injuries to the contractors or the owners employees or the other persons or damage to the property or any person or Company arising out of or resulting from the performance of the work of the contract. Workmen’s compensation policy shall contain a waiver of the insurer’s right. Under the workmen’s compensation law to recover from the owner the compensation and other expense paid for an injury to or death of any employee of the contractor while performing the work covered by contractor.

4.7 The contractor shall take out pay all costs and maintain throughout the period of his contract, public liability and property damage liability insurance with the following COVERAGE.

i) Public liability limits for bodily injury or death not less than Rs. 1,00,000/- for one (1) person and Rs.2,00,000/- for each accident.

ii) Property liability limit for each accident not less than Rs.1,00,000/-

4.8 The owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those specified in sub-section (i) and (ii) above, in any such event, the additional premium payable solely as the result of such increase in insurance shall be added to the contract sum.

4.9 In additions, the contractor is fully responsible for all equipments and material for damage or loss from any cause, whatever until his complete work is formally accepted by the owner. This clause governs notwithstanding for part payment which may be advanced to the contractor from time to time for work in place as such, it is recommended (but not a mandatory) that the contractor obtains insurance for his work upto the time the work is formally accepted by the owner.

4.10 The contractor must submit all the policies for insurance to the Manager for approval prior to executing such insurance and starting his work on the site.

4.11 The contractor must submit to the Manager the certificate in duplicate for the contractors (Indian)
insurance covering such type of insurance, the contractor is required to prove and each certificate shall state that no policy will be cancelled before the Manager has been given thirty (30) calendar days notice of the contractors intention to cancel such policy.

4. 12 Contractor shall name the owner in each policy in addition to self as the insured; selection of the insurance co. shall be the owner’s approval.

4. 13 LABOUR: No labour below the age of Eighteen years shall be employed on the work.. The employment of labour for this work as well as their welfare health (Regulation & Abolition). (Act 37) of 1970 and the Delhi contractor labour (Regulation & Abolition) rules 1972. In case of default the party of contractor (s) in respect of any of the said provisions on account of which the responsibility shift to the DTL as the Principal employer the Manager-in charge shall have the power to comply with the said provisions at the cost of the contractor (s)

4. 14 All safety wears require for the contractors man power during the execution of work such as safety shoes, helmet, hand gloves, belt, dust mask, goggles etc. must be provided by the contractor.

4. 15 The contractor shall be responsible for discipline of his man power & shall adhere the disciplinary procedure set by the company at site, if in the opinion of the site in-charge such man power has done any act of misconduct then the contractor shall remove such a person immediately.

4. 16 The electricity charges @ 2% will be charged on the value of the complete item of work for which Electricity have been used & water at site shall be provided by the DTL free of cost subject to availability of electricity / water at site or alternatively contractor have to made his own arrangement for the same.

4. 17 No T&P shall be provided by the DTL, contractor has to arrange at his own cost as when as required.

4. 18 In case of dispute decision of GM (T)C&MM of DTL or his nominee shall be final & binding on both the party.

4. 19 Contractor shall use sufficient skilled man power/T&P capable to complete the assigned work.

4. 20 STATUTORY PERMISSION / APPROVALS:
The Contractor shall take all steps as may be necessary to comply with the various applicable laws/ rules including the provisions of contract labour (Regulation & Abolition Act) 1970 as amended, Minimum wages Act, 1984, Workmen Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Governments, Ministry of Labour and produce the documents whenever necessary.

4. 21 The contractor shall have to base the manpower for the work in NCT of Delhi preferably at two places for attending to the work in minimum time.

4. 22 In case of transportation, contractor shall strictly observe the rules & regulations as laid down by traffic Police/State Transport Deptt. Any damage to DTL property/material during the course of transportation, if any, shall be recovered from the contractor’s bill. Loading Capacity of the tractor/trailer must be equal to weight of equipments to be transported.

4. 23 HUMAN RESOURCE ISSUES:

i. The Contractor would execute these works through their own resources.

ii. The Contractor shall bear all expenses / cost to be incurred towards salary, allowances, perks, traveling allowances, advances, insurance, safety measures, security, transportation and all other misc. expenses etc. of their employees/ workmen during the currency of this contract. Also, the Contractor shall be sole responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.
iii. The Contractor shall issue Identity Cards to their employees deployed for execution of the assigned works.

iv. The Contractor to deploy their manpower immediately for carrying out the works as specified above.

v. The Contractor should ensure that there are no disputes regarding service, payment etc of the persons engaged by him, anytime during the currency of the contract. At no point of time during the currency of contract, the Contractor's employees shall insist upon DTL for employment, wages, and allowances or any other related matter, payment etc.

vi. The Contractor shall not deploy the manpower below the age of 18 years.

vii. The Contractor shall not deploy the female manpower between 7 pm to 6 am.

viii. The Contractor shall be directly responsible for any / all disputes arising between him and his persons and keep DTL indemnified against all losses, damages and claims arising thereof. The Contractor shall resolve any dispute of their manpower. All the legal dues of their manpower is to be paid on due date or within 8 days on the termination of manpower.

ix. All safety wears required for the Contractor's manpower during the execution of work such as safety shoes, safety helmets, hand gloves, safety belt, dust mask, goggles etc. must be provided by the Contractor at his own cost and he shall ensure that his employees regularly use such safety gears while executing DTL's work.

x. The Contractor shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by DTL at site. DTL shall be at liberty to object to the presence of any representative or employees of the Contractor at the site, if in the opinion of DTL such manpower has done any act of misconduct or negligence or otherwise undesirable, then the Contractor shall remove such a person objected to and provide a competent replacement immediately.

xi. The Contractor shall submit a list of persons engaged by him.

xii. DTL reserves the right to demand the Contractor's services on holidays as well as beyond the normal working hours.

xiii. The Contractor will ensure that none of their person is engaged in any unlawful activities subversive of DTL's interest failing which suitable action may be taken against the Contractor as per the terms and condition of this contract.

xiv. The Contractor shall be liable for payment of all taxes and duties as applicable, to the State/Central Govt. or any local authority.

xv. The Contractor's employees shall not be treated as DTL's employees / persons for any purpose whatsoever & facilities / benefits applicable to DTL's employees shall not be applicable to Contractor's employees. If due to any reasons whatsoever DTL is made liable to meet any obligation under any of the laws & enactment etc, for any reason whatsoever the same shall be recovered from the Contractor or from any of the bills payable to him or failing which it shall be recovered as per law.

xvi. The Contractor shall be responsible and shall comply with the provision of all the STATUTORY ACTS APPLICABLE. Special attention of the Contractor is drawn towards the compliance of provision of the following statutes: (along with the latest amendments/additions)

c) The Employee's Pension Scheme, 1995.
d) The Employee's Provident Funds and miscellaneous provisions Act, 1952.
g) The Industrial Disputes Act, 1947.
l) The Payment of Wages Act, 1936.
m) The Delhi Shops & Establishment Act, 1954.
o) The Employer's Liability Act, 1938.

4.24 DTL reserve the right of dividing the work. Order can be split on more than one Contractor.

4.25 Scope of work:

- The contractor must visit the site before apply for the tender.
- The contractor will co-ordinate with PWD deptt. and the necessary approvals shall be taken by DTL from PWD deptt. for the work.
- Bidder shall provide Suitable Manpower, T&P, Petty material for completion of work.
- Work to be done as per detailed scope of work under supervision of DTL site In-charge.
- Safe transportation of the equipments and responsibility of taking all the clearances shall be of the contractor.
- Contractor should have to assist during all the protection testing and provide any additional petty material required for completion of the work.
- The department shall be at liberty to discontinue/terminate the contract at any time, if the performance is not found satisfactory or not in accordance with terms and conditions of the contract or without assigning any reason whatsoever.
- Department shall not be responsible for any accident & labour claims during the course of the work and currency of the contract. The firm/contractor shall have to bear all such claims at their end only.
- The contractor is to take over the installations at the time of starting the work and is to hand over the same in good condition at the close of the contract.
- All the material should be ISI marked and confirming to relevant IS & specifications.
- Contractor should provide the vehicle/ crane/ transportation services within 3 hrs of intimation given to him via telephone/ e-mail/ mail etc. For this purpose the contractor should depute a responsible person with whom DTL can communicate any time of the day. His complete details mentioning mobile no., e-mail id, and address should also be given.
- After the work of DTL is completed, no extra payment shall be made to the contractor for idling period due to reasons like starting of no-entry period etc.
- The contractor should ensure the safety of all of its working staff by providing them with safety gears and first aid kit.
- Contractor should satisfy himself with the nature & quantum of work required to be done by visiting the site.
- The material received at site, which must be checked by the site in-charge of DTL.
- In case of inordinate delays by the Contractor in completing the work, DTL shall be at liberty to get the work completed from the other vendor at the risk & cost of the Contractor.
- The contractor shall be responsible for pilferage/theft etc. of any part of the entire installation and the contractor shall have to lodge the police report at his own level and replace the stolen items at his own cost, otherwise the cost of the material stolen shall be recovered from the contractor’s bills.
✓ DTL shall not be responsible for any accident & labour claims during the course of the work and currency of the contract. The firm/contractors shall have to bear all such claims at their end only.
✓ Any type of eventualities will be responsibilities of contractor.
✓ The contractor will observe all the relevant rules and regulations in force regarding contract labour and the workers of the contractor shall have no claim for Government services in any form.
✓ The route map/drawing for the work will be provided by the DTL before start of work.
**SECTION-V**

**PRICE SCHEDULE**

**Tender No:** T15P120924

**Name of work:** Supplying, Laying & Termination of 11KV, 3x300sq.mm Double Cable from upcoming Solar Power Station at IP Power House Premises to Delhi Secretariat.

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</tbody>
</table>

**Sub-Total (₹) PART-A**

**VAT @**

**Total (₹) PART-A**

**PART-B (SERVICES)**

| 1       | Labour charges for digging of the trench of the required size including the backfilling with the excavated earth and ramming the same and disposing the surplus excavated material all complete. Payment shall be released as per actual depth excavated or as mentioned in drawing whichever is less. Digging of cable trench in Dense carpeted bituminous roads/ CC Road/ Asphaltic Road for 11KV H.T. 3X150/300 sq.mm Double Circuit of size 650X1055 | 240  | M    |               |            |

27
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
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<tbody>
<tr>
<td>2</td>
<td>Labour charges for digging of the trench of the required size including the backfilling with the excavated earth and ramming the same and disposing the surplus excavated material all complete. Payment shall be released as per actual depth excavated or as mentioned in drawing whichever is less. <strong>Digging of cable trench in Ordinary Bituminous Road for 11 KV H.T. 3X150/300 sq.mm Double Circuit of size 650X1055 mm as per Drg.#7, Type B-1</strong></td>
<td>340</td>
<td>M</td>
</tr>
<tr>
<td>3</td>
<td>Labour charges for digging of the trench of the required size including the backfilling with the excavated earth and ramming the same and disposing the surplus excavated material all complete. Payment shall be released as per actual depth excavated or as mentioned in drawing whichever is less. <strong>Digging of cable trench in foot-path of tile/rajasthani stone/Kota stone/Agra stone/Tiles for 11KV H.T. 3X150/300 sq.mm Double Circuit of size 650X1055 mm as per Drg.#7, Type B-1</strong></td>
<td>325</td>
<td>M</td>
</tr>
<tr>
<td>4</td>
<td>Laying of under-ground HT. cable in trench, docketing with bricks &amp; sand as per BSES specifications, refilling the trench and ramming the surface &amp; removal of malba if any, including supply of IInd class bricks and sand (Sand cushion min 75mm below and 75mm above the cable. Also a warning tape above 224mm of the docket be laid.) and including watch and ward till charging of cable of size 3X150/300 sq.mm. 11KV Double Circuit, as per Drg.#7, Type B-1.</td>
<td>945</td>
<td>M</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
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<tr>
<td>5</td>
<td>Crossing of roads by trench-less technology by laying of HDPE pipe excluding supply of pipe. Laying by HDD Machine Moling. Drilling and laying. <strong>110/140mm dia.</strong></td>
<td>60</td>
<td>M</td>
</tr>
<tr>
<td>6</td>
<td>Laying of HT/LT cables through GI Pipe /RCC hume pipe. <strong>above 150 sqmm upto 300 sqmm.</strong></td>
<td>80</td>
<td>M</td>
</tr>
<tr>
<td>7</td>
<td>Laying of HT/LT cable of following size in S/ Stn. Trench. <strong>above 150 sq.mm.</strong></td>
<td>30</td>
<td>M</td>
</tr>
<tr>
<td>8</td>
<td><strong>Labour charges</strong> for laying of pipe in already excavated trench including all jointing materials and dressing and ramming of the bottom before laying of pipes. <strong>B Class GI Pipe 100mm dia.</strong></td>
<td>20</td>
<td>M</td>
</tr>
<tr>
<td>9</td>
<td><strong>Digging of joints pits as required.</strong> Docketing with bricks and sand of the joint &amp; refilling with loose earth and ramming the surface including removal malba. Brick and sand shall be supplied by the contractor.</td>
<td>10</td>
<td>EA</td>
</tr>
<tr>
<td>10</td>
<td><strong>High Voltage test</strong> of 11KV 3x300sq.mm cable - Testing Equipment to be provided by the contractor.</td>
<td>2</td>
<td>EA</td>
</tr>
<tr>
<td>11</td>
<td><strong>Making Cable End termination.</strong> <strong>Note:</strong> End Termination kit will be provided by DTL as free supply.</td>
<td>4</td>
<td>EA</td>
</tr>
<tr>
<td>12</td>
<td><strong>Making Straight through joint.</strong> <strong>Note:</strong> St.Th.joint kit will be provided by DTL as free supply.</td>
<td>10</td>
<td>EA</td>
</tr>
<tr>
<td>13</td>
<td>Transportation of material by handcart</td>
<td>8</td>
<td>Trip</td>
</tr>
<tr>
<td>14</td>
<td><strong>Transportation of empty cable drum</strong> from site to designated store anywhere in Delhi. For 4/5 nos Wooden Drum</td>
<td>2</td>
<td>Trip</td>
</tr>
<tr>
<td>15</td>
<td><strong>Transportation of Electrical equipments</strong> or any any kind of materials from store to site or from site to site including loading and unloading at both ends by manually -&gt; By Half body Truck. <strong>Note:</strong>-</td>
<td>1</td>
<td>Trip</td>
</tr>
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</table>
Above tem will be selected ensuring optimum utilization of the approved rates.

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<tbody>
<tr>
<td>16</td>
<td><strong>Transportation of Electrical equipments</strong> or any any kind of materials from store to site or from site to site including loading and unloading at both ends by using T &amp; P such as Tripod/cranes -&gt; <strong>By Half body Truck.</strong> Note:- Above tem will be selected ensuring optimum utilization of the approved rates.</td>
<td>7</td>
</tr>
</tbody>
</table>

**Sub-Total (₹) PART-B**

**Service Tax @**

**Total (₹) PART-B**

**Grand Total (₹) of PART-A + PART-B (inclusive of all taxes & duties)**

Amount in words(__________________________________________________________)

**Note: Other taxes & duties shall be mentioned separately.**

I / We have read the terms and conditions, specifications of quantities of the work and agreed to abide by them I/We agree to carry out the above work at the rate mentioned against each item.

Signature of the Contractor

Name & address of the Contractor……………………………………

Seal, if any…………………………………………………………

**Note:** The bidder should quote rate inclusive of all other taxes, which are not prescribed in the above price schedule. **Any other petty materials/ services, apart from the above list, required at site for completion of work will be arranged by contractor free of cost, and thus bidder is requested to visit the site and quote accordingly,** no further site related problem will be entertained after bid submission/award of the contract.
In accordance with your invitation to Bid under your Specification No…………………………
M/s ……………………………………………………………………………..having its Registered Office………………………………………………..(hereinafter called the “Bidder”) wish to participate in the said Bid for ……………………... and you, as a special favour, have agreed to accept Bank Bid Guarantee for an amount of Rs………………(Rupees…………………………………….only) valid up to ………………… on behalf of the Bidder in lieu of Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.

We, …….. having our Registered Office at …………. guarantee and undertake to pay immediately on demand by Delhi Transco Limited the amount of Rs………/- (Rupees…………………………..Only) without any reservation, protest, demur and recourse. Any such demand made by said ‘Owner’ i.e. Delhi Transco Limited or its authorized representative shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall remain valid up to ……………. If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s………………………..on whose behalf this guarantee is issued.

In witness whereof the Scheduled Bank, through its authorized Officer, has set its hand and stamp on this …………… day of ……… at……….
<table>
<thead>
<tr>
<th>Witness 1</th>
<th>Witness 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Signature</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Name</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td></td>
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</tbody>
</table>

Designation with Bank (Scheduled) Stamp

(Official address)
THIS AGREEMENT MADE ON ………………………… B E T W E E N D E L H I T R A N S C O L I M I T E D
having its registered office at Shakti Sadan, Kotla Road, New Delhi – 110 002 (hereinafter referred to as
‘OWNER’ or DTL which expression shall include its administrators, successors, executors and permitted
assigns) on one part and M/s …………………….. having its office at ………………………… (here in
after referred to as the ‘Contractor’ which expression shall include its administrators, successors, executors and
permitted assigns) on the other part.

WHEREAS DTL desirous of getting the work executed has invited tender for
"………………………………………………………………………………………………………………………………………………………………………
………………………………………………
" against its tender no. …………….
AND WHEREAS M/s ………………….. had participated in the above referred bidding vide their proposal and
DTL accepted their aforesaid proposal and awarded the contract to M/s ………………….. on terms and
conditions contained in its LOA/LOI No ………………… dated …….. and the documents referred to therein
resulting into a ‘CONTRACT’.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER :

1.0 Articles
1.1 AWARD OF CONTRACT

DTL has award the contract to M/s …………………….. for the work of "
………………………………………………………………………………………………………………………………………………………………………
" on the terms and conditions contained in its LOA/LOI No. ………………………………………………………………………………… d a t e d …….. and the documents referred to therein. The award has taken effect from the date of AGREEMENT. The terms & expressions used in this Agreement shall have the same meaning as are assigned to them in the ‘Contract Documents’ referred to in the succeeding Article.

2.0 CONTRACT DOCUMENTS

2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the
following documents attached herewith (hereinafter referred to as ‘Contract Documents’).

(i) DTL’s Bidding Documents in respect of above said work vide tender no…………… consisting of invitation
to Bid, Instructions to Bidders, General Terms & Conditions of Contract, special conditions of Contract and all
other sections entitled ‘Conditions of Contract’.

(ii) M/s ………………………………. in its proposal accepted all terms and conditions along with Bid
proposal sheets, data requirements, payment terms and work schedules.
(iii) DTL LOA/LOI No. .......................................................... dated .......... duly accepted by M/s ......................................

All the aforesaid contract documents shall form an integral part of this Agreement, in so far as the same or any part thereof conform to the Bid Documents and what has been specifically agreed to by the owner in its letter of Award. Any matter inconsistent therewith contrary or repugnant thereto or any deviations taken by the contractor in its ‘Proposal’ but not agreed to specifically by the Owner in the its letter of award shall be deemed to have been withdrawn by the contractor. For the sake of brevity, this agreement along with its aforesaid contract documents shall be referred to as the ‘Agreement’.

3.0 CONDITIONS OF CONVENANTS

3.1 The scope of contract, consideration, terms of payment, price adjustment, taxes wherever applicable, insurance, liquidated damages, performance guarantee and all other terms and conditions are contained in DTL’s LOI/LOA no. ...................................................... dated .......... Read in conjunction with other aforesaid contact documents. The contact shall be duly performed by the Contractor strictly and faithfully in accordance with the terms of the Agreement.

3.2 The scope of work shall also include and installation of all such items which are not specifically mentioned in the contact documents, but which are needed for successful, efficient, safe and reliable operation of the line unless otherwise specifically excluded in the specifications under ‘exclusions’ or letter of award.

3.3 TIME SCHEDULE

Time is the essence of the contract and completion schedules shall be strictly adhered to M/s ........................................ shall perform the work in accordance with the agreed schedule.

3.4 It is expressly agreed to by the Contractor that this contract on single source responsibility basis and the Contractor is bound to perform the total Contract in its entirely and non-performance of any part or portion of the Contract shall be deemed to be a breach of the entire Contract.

3.5 The contractor guarantees that the equipment/material supplied by the contractor shall meet the parameters, as stipulated in the Technical Specifications and in the event of any deficiencies, the owner may at its option reject it.

3.6 It is further agreed by the contractor that the security deposit shall in no way construed to limit or restrict the owner’s right to recover the damages / compensation due to short – fall in the performance or under any other clause of the Agreement. The amount of damages / compensation shall be recoverable either by way of deduction from the contract price, security deposit and / or otherwise. The security deposit furnished by the contractor is irrevocable and un-conditional and the owner shall have the powers to invoke it notwithstanding any dispute or difference between the owner and the contractor pending before any court, tribunal, arbitrator or any other authority.
3.7 This agreement constitutes full and complete understandings between the parties and terms of the presents. It shall supersede any prior correspondence, terms and conditions contained in the agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representatives of both the parties.

4 SETTLEMENT OF DISPUTES

4.1 It is specifically agreed by the between the parties that all the differences or disputes arising out of the agreement or touching the subject matter of the agreement, shall be decided by process of settlement and arbitration as specified in the General terms & Conditions of the contract and the provisions of the Indian Arbitration Act, 1996, shall apply and Delhi Courts alone shall have exclusive jurisdiction over the same.

4.2 NOTICE OF DEFAULT

Notice of default given by either party to the other party under the agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto. If delivered against acknowledgement or by telex or by registered mail with acknowledgement duly addressed to the signatories at the addresses mentioned hereinafore.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution where of has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at New Delhi.

(DTL)  

(CONTRACTOR)

WITNESS

1. ..................

2..........................
ANNEXURE-III

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT TOWARDS DUEFULFULMENT OF CONTRACT

FORM OF SECURITY BANK GUARANTEE BOND FOR 5% OF THE CONTRACT COST TOWARDS DUE FULFILMENT OF THE CONTRACT (ON NON JUDICIAL STAMP PAPER OF RS.100/- ONLY)

1. In consideration of the Delhi Transco Limited (hereinafter called "The D.T.L.") having agreed to exempt ____________ (herein after called "the contractor's) from the demand, under the terms and conditions of agreement date ______ made between ________ and ____________ for _________ (hereinafter called " the said agreement" of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of bank guarantee for Rs. _____ (Rupees ______ only). We __________ bank ltd. (hereinafter referred to as "the bank") do hereby undertake to pay the DTL an amount not exceeding Rs._______ against any loss or damage caused to or suffered or would be caused to or suffered by the D.T.L. by reason of any breach by said contractor(s) of any of the terms and conditions contained in the said agreement.

2. We ___________ bank ltd., do hereby undertake to pay the amounts due to payable under this guarantee without any demur merely on demand from the D.T.L. stating that the amount claimed is due to way of loss or damage caused to or would be caused to or suffered by the D.T.L. by reason of any breach by the said contractor or any of the terms and conditions contained in the said agreement or by reason of the contractor's(s) failure to perform the said agreement. Any such demand made on bank shall be conclusive as regards the amount due and payable by the bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding of Rs.___________________.

3. We __________ bank ltd., 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 and that it shall continue to be enforceable till all the dues of the D.T.L. under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged _______ till the D.T.L. or their only authorized officer certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee.
4. We _______ bank ltd., further agree with the D.T.L. that the D.T.L. shall have the fullest liberty without our consent and without affecting in any manner of obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time from time to time any of the powers exercisable by the D.T.L. against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension or extension(s) being granted to the said contractor or for any forbearance, act or omission on the part of the D.T.L. or any indulgence by the D.T.L. to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We ____ bank ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the D.T.L. in writing.

6. Not withstanding anything contained above, the liability of the guarantor hereunder is restricted to the said sum of Rs. ______ (Rupees _______ only) and this guarantee shall expire on the day ___ of 20____ unless a claim under the guarantee is filled with the guarantor within six month of such date. All claims shall lapse and the guarantor shall be discharged from the guarantee.

7. We _______ (name of Bank) lastly undertake to pay the D.T.L. any money so demanded not withstanding any dispute or disputers raised by the contractor(s) / supplier(s) in any suit or proceeding pending, before any court or tribunal relations arbitration thereto or liability under this present being absolute and unequivocal.

The payment is made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (s) / supplier(s) shall have no claim against us for making such payment.

Date: _____ day of 20___

For __________ bank ltd.