Sealed quotation/tender are invited office of Dy. G.M.(T) (O&M) West, D.T.L., Room No. 01, 220KV Substation Building Naraina, Near COD Bus Stand, Ring Road New Delhi-110010 from the experienced companies/contractors in relevant business for the following works:-

<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>Quotation/Tender Fee(Rs)</th>
<th>Work Completion period</th>
<th>Scheduled Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Enquiry No. F.DTL/206 / Mgr (T) O&amp;M- W4 Okhla/ Dir(Opr.) / 2020-21/F.2/Q. No.03/08 dt. 10.08.2020</td>
<td>Dismantling of Old and Supply &amp; Erection of New LT Switchgear panel board at 220 KV S/stn Okhla under Manager (T) O&amp;M West-4 Division of Delhi Transco Limited.</td>
<td>Rs.1000</td>
<td>NA</td>
<td>30 days</td>
<td>Start of Sale of Quotation / Tender 11.08.20 09:30Hrs.</td>
<td>Start of bid submission of quotation 11.08.20 09:30 Hrs.</td>
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The quotation form & other documents can be obtained from the office of Manager (T) O & M -N-4, 220kV Sub-Station Gopalpur, Near Burari, Outer ring road, Delhi-110009. Enquiry document can be downloaded from the website of DTL. The request for purchasing of quotation document should be made on original letter head of the party and should contain the signature along with seal/stamp of contractor showing his competency as partnership, proprietorship, authorized signatory etc. In case the request is to issue the quotation document to the bearer of the application then the request should contain clearly the name of the bearer and attested/authenticated signature of the bearer of the application.

These things should also be clarified while submitting offer and other documents with the offer. In case of any difference in the address in the documents submitted by the contractor then that should also be clarified properly. The quotation will be submitted & opened at Office of Dy. G.M.(T) (O&M) West, D.T.L, Room No. 01, 220KV Substation Building Naraina, Near COD Bus Stand, Ring Road New Delhi-110010. Complete Quotation/Tender documents can also be downloaded from the website of DTL http://www.dtl.gov.in. These things should also be clarified while submitting offer and other documents with the offer. In case of any difference in the address in the documents submitted by the contractor then that should also be clarified properly. The quotation will be submitted & opened at Office of Dy. G.M.(T) (O&M) West, D.T.L., Room No. 01, 220KV Substation Building Naraina, Near COD Bus Stand, Ring Road New Delhi-110010. Complete Quotation/Tender documents can also be downloaded from the website of DTL http://www.dtl.gov.in.
NOTE:

1. The face of the envelope of quotation/enquiry must have following details, failing which the Quotation shall not be opened/considered & liable to be rejected.
   a) Name of work/supply.
   b) Enquiry No. / Tender No. with Date.
   c) Date of opening.
   d) Details of Earnest money, DD/FDR/Pay Order No. with Date, Amount, Name of Bank & Branch.
   e) Name and address of the party.
      Name of bidder:-
      Address of bidder:-
      Contact No:-
   f) GST No. as applicable.
   g) Validity period of quotation must be 120 days from the date of opening.

2. Incomplete quotations are liable to be rejected. Offer must be signed by the contractor with rubber stamp.
3. Rates quoted should be inclusive of all taxes & duties etc.
   Other terms and conditions as per Annexure -‘A’ shall also be applicable.

Manager (T) O&M West-4

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<tr>
<td>Address of the Contractor</td>
<td>Stamp of the contractor</td>
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General Terms & Conditions

1 **RATES**: Item rates quoted should be exclusive of all taxes & duties etc. The relevant taxes shall be mentioned separately and shall be payable extra as applicable. The rates should be quoted based on the units specified in words as well as in figures without any cutting, in case of difference of values/rates in figures and words or any confusion it will be constituted to take the rates, which are lowest.

2 Following **self attested** documents should be submitted along with the offer, failing which offer is liable to be rejected.
   a) Copy of Permanent Account No (PAN).
   b) Copy of GST certificate.
   c) Copy of GST last deposited receipt

3 **Qualification Requirement**: - Bidder should submit the self attested copy of similar Purchase Order along with satisfactory performance / completion report of similar work executed in DTL or other State transmission utility/Govt. department. Similar works means “supply/service work” in DTL / State Transmission utilities/ Govt. Department during last 07 years with satisfactory performance. Offer submitted without satisfactory completion report and P.O. copy is liable to be rejected. If bidders are registered as MSME with government, such bidders are exempted from work experience, such category bidders shall enclose the verified copy of exemption certificate issued by relevant govt. agency.

4 **SECURITY**: The successful tendered shall have to deposit the security @10 % of the total Ex-works price for the proper performance of the contract within ten days of receipt of purchase order failing which a penalty @ 0.5% per week subject to maximum of 2 % shall be imposed. The security amount shall be refunded after successful and satisfactory completion of guarantee period.

5 If there is no improvement in proper execution of the order as per terms & conditions of this order, the order shall be cancelled within 15 days with written notice to you and no claim for damage will be entertained.

6 **WORK/MATERIAL APPROVAL**: The work/materials to be supplied shall have to be got approved by respective Asstt. Manager (T).

7 **PAYMENT**: Payment shall be made as per DTL norms through ECS. The payment shall be processed within one month of receipt of bills from the contractor after the completion of the work as mentioned in the NIQ. The payment shall be sanctioned after verification is made as per rules of the D.T.L. However, any specific clause of payment quoted by the contractor for doing work, the penalty on D.T.L. account for loss to the Contractor will not be entertained. In case the work done by the contractor is not measured, no payment shall be made till the same is made according to the specifications.

8 **PENALTY**: - A token penalty of 1% per week of period of delay subject to maximum of 10% of the unexecuted portion of the contract would be levied in case of delay in execution of the work beyond

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the stipulated completion period or extension if any, granted to them by the DELHI TRANSCO LIMITED.

9 **REJECTED MATERIAL:** The contractor will have to replace/repair free of cost such quantity/quantities, which may not be accepted due to defect or inferior quality/poor workmanship within reasonable period mutually agreed from the date of information in this respect. Rejected materials shall have to be removed within a fortnight from the date of intimation against replacement, failing which the Deptt. shall have the right to dispose them off in any manner it likes and DTL will have the right to procure the material at the cost of the contractor. The difference of the cost shall be recovered from the contractor.

10 **ARBITRATION:** If any dispute/question of controversy arises between DTL and contractor relating to the contract/order or any clause or thing contained therein, the dispute shall be referred at the arbitration of G.M.(O&M)-I or his nominee and the decision of the G.M.(O&M)-I or his nominee shall be final and binding on both the parties.

11 **EXEMPTION:** Earnest Money is to be deposited by all tenderers/bidders, whether registered with DGS&D/NSIC/DTL or such bodies except the exempted categories as per the relevant government rules like small scale enterprises etc. Such exempted category bidders claiming E.M.D exemption shall enclose the verified copy of exemption certificate issued by relevant govt. agency, along with the bid failing which their bid shall liable to be rejected.

12 **INTEREST & REFUND OF EMD:** EMD shall be submitted in the form of DD/PO/BC/FDR in favor of DTL. No interest is payable by DTL on the amount of Earnest Money deposited by the Tenderers/Contractor. Earnest Money is held by DTL till obligations are satisfactorily and completely discharged by the Tenderer/Contractor. The amount of the Earnest Money shall be refunded to the unsuccessful bidders immediately after decision taken by the authority competent to accept the tenders.

13 **BLACK LISTING:** Any Party making post tender development directly or indirectly may be black listed for a period up to 3 years. 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 5 years and shall be placed under Black List. If the supplier fails to supply the material in full or in part within stipulated delivery period specified in the purchase order of material/equipment is found to be defective or failing of fulfill the Guaranteed Performance of the Contract as specified in the Purchase Order, they shall be debarred or black listed from participating in future tender of DTL for the period ranging from 3 to 5 years.

14 **CONTRACTOR’S REPRESENTATIVE:** 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.

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<td>Stamp of the contractor</td>
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15 **DEDUCTION FROM CONTRACT PRICE (RECOVERIES):** All costs, damages or expenses, which the purchaser may have paid or which under the contract the contractor is liable, are to be deducted and recovered by the purchaser from any money due or becoming due to contractor from the purchaser or otherwise from the contractor by action of law. 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 & may be recovered in any way the purchaser may deem fit.

16 **ENTRY PASSES:** All such material to be used by the contractor shall be brought in with proper challan & similar authentic document which shall be got inspected by Engineer along with material as per security rules in force. Contractor shall be responsible for antecedents of the workmen & for getting gate passes. Gate pass shall be issued to them by Security wing of the plant. No labour below the age of 18 years shall be employed on the work & labour so employed must be able-bodied persons. The right of entry of the contractor & his workmen in the stations will be reserved with DTL.

17 **FORCE MAJEURE:** No liability shall be attached to contractor for non operation of execution of their obligation under this contract as a result of Force Majeure (strike, lock outs, fire, flood, war, any act of God or any other factor beyond the reasonable control of the Management. No liability shall be attached to contractor for any damage due to natural calamities such as Earth vibro meter/Quake, War, Civil Commotion and Willful damage. A reasonable extension of 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.

18 **PACKING & DESPATCH:** The contractor shall include and provide the strong protection and packing material so as to avoid damage in the transit of suit under proper conditions and shall be responsible for all losses or damages caused or occasioned by any defect in packing. The Contractor shall be responsible to get each consignment properly numbered, marked for handling during transit and clearly addressed to Delhi Transco Limited, New Delhi and safely placed in wagons. For all such consignment which are wrongly address labeled or miscued, the contractor shall bear such demurrage warfare or any other charges which may become due on the consignment received.

19 **PRICE BASIS:** All prices and price components of materials and services under the subject contract shall remain firm during execution of contract and no price variation whatsoever will be allowed on any of the components.

20 **REPLACEMENT OF DEFECTIVE AND REJECTED MATERIAL:** The contractor shall replace free of cost at destination any such quantities of material or any parts thereof, which be found defective due to inferior quality or bad material or workmanship etc. during the guarantee period within 30 days or the intimation to the effect. The material on receipt at purchaser’s office/site shall be verified and inspected by the purchaser. If the material is not found to purchaser’s satisfactions and specifications the same shall be rejected and the intimation thereof shall be conveyed to the contractor. The contractor shall also be intimated of the shortage and / or damages in the material received in the Purchaser’s site/offices. The rejected / short Supplied / damaged stock shall be replaced free of cost at destination within 7 days of intimation from DTL.

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failing which the cost of such material shall be recovered from any amounts due to the contractor. Rejected supplies shall be removed within 10 days of receipt of intimation failing which the contractor may lose the claim of material.

21 **RISK PURCHASE:** The Project shall be completed satisfactorily and within the period specified in the order, failing which purchaser reserves the right to complete the project from other sources at the sole risk and cost of the supplier and the difference of rates will be recovered from the suppliers. If on checking, testing and using, the supplies/services proves to be defective or fails to fulfill the guarantee performance of the contract as specified by himself, the contractor shall have to make good the defects at his costs. If the contractor fails to do so the purchaser may arrange supplies/services at the cost of the contractor. Where supplies/services are not according to specifications and it is decided to retain the inferior supplies/services at the discretion of the purchaser, supplier will be entitled to receive the payment at rates by the purchaser with due regard to the quality of the supplies/services and not at the rates mentioned in the order. In case there is no improvement in the proper execution of the order as per terms and conditions or the contract the purchaser reserves the right to cancel the order after serving 15 days written notice to contractor and no claim or damages will be entertained.

22 **Stoppage & Starting of Work:** The Contractor shall accept all risks of stoppage of hindrances of his work by outside interferences. In the event of any obstruction at site, change in scheme, or due to any reasons the contract can be cancelled for the balance quantity of the unexecuted work. The work can also be suspended temporarily due to any reasons and for such period, extension will be given by Manager (T) if required on the written request of the contractor. No idle charges shall be payable by the department. The work shall be started within one hour from the date of notice either through telegram/special messenger/telephonically. The contractor has to execute the work on working days during the working hours. However, if required, the work can be executed on holidays; under special circumstances.

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

24 **TAXES AND DUTIES:** All the statutory taxes and levies applicable on supplies and services are inclusive in the Contract Price. Relevant Confessional Central Sales Tax declaration forms, as admissible, would be issued to you by DTL as per the provisions of Bidding Document against the supplies on receipt of your written request for all the items identified in this Letter of Award. The above contract price is inclusive of applicable GST thereon. DTL shall not bear any liability whatsoever on this account. DTL shall make statutory deduction at source in accordance with the statutory provisions including income Tax Act, as applicable from time to time, for which necessary TDS certificate(s) shall be issued to you in due course.

25 **TERMINATION OF CONTRACT:** 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 of recover any loss suffered by the DTL due to non-performance of the contract.

26 **Transportation:** In case of transportation works contractor shall strictly observe the regulations as laid down by Delhi Traffic Police. Any damage to DTL property / material during transportation shall be recovered from the contractor’s bill.

27 **WARRANTY:** The contractor warrants that the equipment will be new and in accordance with the specifications. The contractor warrants that the material will be free from defects in design material and workmanship. The acceptance of the supplies & services by the purchaser shall in no way relieve the contractor of his obligation under this article. In case of defective supplies & services not repairable at site but essential in the maintenance of the commercial operation of the equipment the parties shall mutually agree to a program of replacement by renewal which will minimize to the maximum extent; any interruption in the operation of the equipment. It becomes necessary for the contractor to replace or renew any defective equipment under this article, the materials should be guaranteed for the period of 12 Months from the date of delivery of materials/completion of works.

28 **Rejection of offer:** Delhi Transco Limited reserves the right to reject the offer/offers without assigning any reason.

29 **Adverse Performance:** If adverse performance of contractor is reported from elsewhere in DTL/other departments (Govt./Semi Govt.), DTL shall have the right to reject the offer.

30 Items are to be supplied as per technical details/ DTL specifications. Bidder can visit site for further details of items on any working day.

31 In case of opening day is holiday/closed day, opening date may be treated as the next working day or can be postponed by the officer opening authority.

32 **Risk Purchase:** Delhi Transco Limited reserves the right to cancel the order, if found unsatisfactory performance and will have the right to procure material/services from other party at the Risk and Cost of the contractor.

33 In case of opening day is holiday/closed day, opening date may be treated as the next working day or can be postponed by the officer opening authority.

34 Bidders are required to submit the Bids as per GST provisions and Tax structure. Bidders shall also furnish an undertaking (Annexure-B) stating that the provisions of Section 171 of CGST Act has been complied with and all benefits accrued to vendor/bidder related to the quoted bid price on account of implementation of GST has been passed on to DTL.

35 **Detail scope of work:**
- Delivery is required only in working day.
- Material mentioned in price bid should be of good brand and must be as per sample.

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<th>Name of the Contractor</th>
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<tr>
<td>Address of the Contractor</td>
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<td>Stamp of the contractor</td>
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</table>


• If the quality of materials is not good then that should be replaced free of cost within time schedule.
• The all necessary petty work must be considered to complete this work.
• The finishing work is included in this work.
• Vendor can visit the site, to observe the amount of work.
• **As per Annexure “C”** The materials will be supplied as per direction of engineer-in-charge. Contractor will satisfy himself with the quality of the supplied material and if considered necessary they should visit the site (220kV substation Okhla) on any working days and get any other information required in this connection.

(Arun Kumar)
Manager (T) O&M-W04
ANNEXURE ‘B’

UNDERTAKING
(FOR ANTI PROFITEERING MEASURE)

I/We (Mr./Ms.) ...................................................... proprietor/ partner/ director of M/s ............................................(GSTN Reg.No.............................................) do hereby /undertake that we have been complying with the provision of section 171 of the GST Act, 2017 and all the benefits accrued to us on account of any reduction in rate of tax on any supply of goods or services which will be supplied to DTL under Quotation/ Tender No………………………………………………………….….. will be passed on to Delhi Transco Limited by way of commensurate reduction in the prices. In future, if anything found contrary, we are accountable for any contravention of the law and we undertake to indemnify Delhi Transco Limited for the loss suffered on account of not passing the aforesaid benefit. We further undertake that benefit accrued @ _________ % shall be passed on to DTL (write NIL if no benefit is passed).

STAMP & SIGNATURE.

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ANNEXURE ‘C’

PRICE BID / RATE PERFORMA

To
The Manager (O&M-I),
Division West – IV,
220kV Okhla substation,
Delhi -110019

I/We hereby offer the rates, for the following works as per terms and conditions of quotation document (Annexure – A enclosed herewith in this sealed envelope):

PRICE OFFER:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of item</th>
<th>Unit rate (Excl. GST) Rs</th>
<th>GST rate (%)</th>
<th>Unit rate (Incl. GST) Rs</th>
<th>Qnty</th>
<th>UoM</th>
<th>Total Amount (Rs)</th>
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<tbody>
<tr>
<td>A</td>
<td>SUPPLY</td>
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<tr>
<td></td>
<td>LT Switchgear board – 01 no (having 160A MCCB (Incomer) – 01 no, 63A MCB – 06 no, 32A MCB – 06 no)</td>
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<td></td>
<td></td>
<td>1</td>
<td>Lot</td>
<td></td>
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<tr>
<td>B</td>
<td>SERVICE</td>
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<td></td>
<td>• Dismantling of existing old LT switchgear board</td>
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<tr>
<td></td>
<td>• Erection of New LT switchgear board</td>
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<td></td>
<td>• Laying of LT cables in conduit pipe as per site requirement, Connection of LT cables and other necessary petty works incl. civil work</td>
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<td>C</td>
<td>Total amount Incl. GST (in Figure)</td>
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<td>D</td>
<td>Total amount Incl. GST (in words)</td>
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