

DELHI TRANSCO LIMITED

WEB NOTIFICATION

(Proforma for publication of Web Notification on **DTL website**)

Single Part Open E-Tender is invited through e-tendering by General Manager (T)C&MM, Ist Floor Pre-fabricated Bldg., Rajghat Power House, New Delhi from the experienced companies/ contractors in the relevant business for the following works/supply as per following dates:

S. No	Quotation / Tender Enquiry No.	Name of work	Earnest Money Deposit (EMD) (Rs)	Quotation / Tender Fee (Rs)	Work Completion Period	<u>Scheduled Date/Time</u>	
1.	<u>T13P110266</u>	<u>Procurement of clamps and connectors for 33 KV switch yard for 220 KV sub station Masjid moth</u>	4000/-	500/-	03 months	Start Sale of Quotation / Tender	Tender is to be filled online
						End Sale of Quotation / Tender	
						Start Bid submission	11.11.2014 at 12.00 PM
						Date for End Bid submission	04.12.2014 at 10.30 a.m.
						Date for Opening of Quotation/ Tender	04.12.2014 at 11.30 a.m.

Tender is to be visited and filled online from the website <https://govtprocurement.delhi.gov.in> (Tender ID No. 2014_DTL_69798 _1).

Er. Roop Kumar
Designation/ Deptt.:GM(T)C&MM
Address with Fax No: Ist Floor, Pre-fabricated Bldg.,
Rajghat Power House, New Delhi. Fax No.23251275

DELHI TRANSCO LIMITED

{A Govt. of NCT of Delhi Undertaking}

Office of Manager (T) M-I

Pre-fabricated Building, Rajghat Power House, New Delhi-110002)

Telephone No. : 23275565, Fax No.23278530.

(SINGLE PART e-QUOTATION)

QUOTATION NO.T13P110266

Date of opening :

Cost of quotation : Rs. 500 /-

Earnest Money : Rs. 4000 /-

Validity : 120 days from the date of opening.

NAME OF THE QUOTATIONER

FORMS OF QUOTATION CONTRACT, CONDITIONS OF CONTRACT AND SPECIFICATIONS FOR THE Procurement of clamps and connectors for 33 KV switch yard for 220 KV sub station Masjid moth

NOTES:-

1. The terms and conditions, Schedule 'A' and Technical Specifications form part of the quotation documents.
2. **The quotationer shall submit his offer on line under single part bid system at e-procurement portal of Delhi govt. website i.e. www.govtprocurement.delhi.gov.in**
3. (a) The Scanned copy of **Earnest money and Quotation Fee** will be submitted with online bid, however, it would be submitted in physical form in the shape of (i) **Bank Guarantee/FDRC Draft/DD/PO as Earnest Money** (ii) **DD/PO as Quotation Fee** in favour of **Delhi Transco Limited** in original **not later than 10:30 AM on the due date in the office of DGM (T) Material & Services, Ist Floor, Pre-Fabricated Bldg., Rajghat, New Delhi.** In case EMD is in the form of BG, then it should be valid for minimum 240 days from date of opening, (Bank Guarantee validity less than 240days shall not be accepted). Bank Guarantee Pro forma for EMD enclosed as Annexure-IV. The quotationer must also indicate the following particulars on the face of envelope: -
Name & address of the quotationer, Quotation no., Subject of quotation, Due date, Validity of offer, EMD and Quotation fees details.
 - (b) Earnest Money is to be submitted in the form of Bank Guarantee/FDRC Draft/DD/PO (Bank Guarantee should be issued from schedule banks only.) No other mode is acceptable.
 - (c) Earnest money is to be submitted by all quotationer, whether registered with DGS&D/NSIC/DTL or other bodies except where Govt. has exempted certain classified bidders like small scale enterprises etc.
 - (d) **FIRST THE EARNEST MONEY** will be checked and in case Earnest money is not found of required amount or not in acceptable mode, the offer of that particular bidder shall be considered invalid.
 - (e) In case, the EMD is not found in the required mode, EMD shall be returned only after the finalization of the quotation.
 - (f) The EMD shall be refundable to all the quotationer after placing purchase order.
4. Validity of offer 120days. (In case validity is indicated less than 120 days the offer shall be ignored.)

(Regd. Office: Shakti Sadan, Kotla Road, New Delhi-110002).

DELHI TRANSCO LIMITED
Office of Manager(T)M-I,
Pre-fabricated Building, Rajghat Power House, New Delhi-110002)
Telephone No. : 23275565, Fax No.23278530.
(SINGLE PART e-QUOTATION)

SCHEDULE 'A'

Offers are invited through e-procurement portal of Delhi govt. website i.e. www.govtprocurement.delhi.gov.in Quotations will be accepted online upto 10:30A.M. on _____ and the same will be opened online at 11:30 A.M. on the same day.

QUOTATION NO. T13P110266

DUE ON:

S. No.	DESCRIPTION OF MATERIAL	Quantity	UNIT PRICE F.O.R.	<u>DTL STORE/ SITE</u>
1.	Procurement of clamps and connectors for 33 KV switch yard			
	i) CLAMP,BUSHING,100MVA TFR,66KV SIDE,BHEL	10		
	ii) CLAMP,33KV ISLTR,S/ZEBRA,1250/800A	30		
	iii)CLAMP,BIMETALLIC,QUAD ZEBRA	20		
	iv)CLAMP,CT,F/33KV I/C,2000A	15		
	v) CLAMP,T	20		

The above material is required 220 KV sub station Masjid moth & sample for the above material can be seen at 220 KV sub station Masjid moth

NOTE:

- i. Make/brand of the material must be mentioned in the Annexure –II at sr.No.8, alongwith a authorization certificate from the manufacturer of the material .DTL reserve the right to carry out the inspection of the material at the manufacturer works of the material.
- ii. Duly signed copies of all calibration certificate / type test reports (if applicable) from Govt. Lab/accredited Lab/witnessed by Govt. agency as per relevant IS/IEC (whichever is applicable) with latest amendments for 220 KV Terminal Kiosk if any on the similar equipment of the same rating or higher rating including higher voltage class. in physical form, not later than 10:30 AM on the due date of bid opening in the office of DGM(T) Material & Services, Ist Floor, Pre-Fabricated Bldg., , Rajghat, New Delhi. The offers of the bidders ,failing to submit type test reports is likely to be ignored.
- iii. The material offered should be duly ISI marked, if applicable. The offer without valid copy of ISI marking license shall be ignored.

iii. Delivery Schedule

- (a) Complete material is to be supplied within 3 months from the date of issue of PO. Delivery schedule if quoted beyond above period shall be loaded @2% p.m. on ex-works quoted cost for the purpose of bid evaluation, however in no case the delivery schedule should exceed 05 months failing which the offer shall be treated as unresponsive.
- (b) The stores covered by these specifications are essentially required and it is of particular importance that the quotationer shall give an earlier date possible for supply of the material unless stated otherwise.

- iv. The design of material should be in accordance of the sample which can be seen at site/sub-station.
- v. Unloading of the material safely at DTL Store/Site shall be done by the supplier. Bidders not agreeing/quoting for unloading of material, bid will not be considered acceptable.
- vi. The quotationer are required to fill up the Annexure-II, failing which the bid shall be ignored.

(vii)(a) Pre-qualification criteria

Should have experience of having successfully completed similar works during the last 7 years ending last day of month previous to the one in which applications are invited, should be either of the following:

- i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.
or
- ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.
or
- iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

In addition, the vendor should have manufacture/ dealer/supplier and supplied similar item for 33kV or above voltage level, which should be in successful operation for at least two (2) years as on date of bid opening.

(b) Financial requirement

Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.

- viii. The supplier must quote F.O.R. DTL Store/Site rates furnishing following details, otherwise the offer shall be considered incomplete and likely to be ignored:
 - ix. All other terms and conditions are applicable as per NIT.
- x. The deviation (if any) desired by the Quotationer in technical specification or terms and condition should be clearly indicated in the deviation proforma otherwise it will be presumed that the offer is strictly as per NIT requirements. The deviation proforma (Annexure-III).

**SIGNATURE OF THE QUOTATIONER
WITH STAMP & DESIGNATION**

DELHI TRANSCO LIMITED

ANNEXURE-I

QUOTATION FORM/UNDERTAKING

MANAGER (T) M-I

Dear Sir,

Procurement of clamps and connectors for 33 KV switch yard for 220 KV sub station Masjid moth with complete in all respect as per Technical specification attached as per schedule given in Quotation Documents.

I/We have thoroughly examined the terms and conditions given in the quotation document and its annexure and agree to abide by them. The rates at which I/We offer to make supplies have been stated in the Price Schedule. I/We confirm that no other charges would be payable to me/us, except shown in price-schedule.

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

I/We further undertake that, this offer shall not be retraced or withdrawn by me/us after the opening of the quotation.

A Bank Guarantee/FDRC Draft/DD/PO for Rs..... is being submitted herewith as Earnest Money in physical form not later than 10:30 AM on the due date in the office of DGM(T) Material & Services, Ist Floor, Pre-Fabricated Bldg., Rajghat, New Delhi. In the event of my/our quotation being accepted for the whole or any part quantity, I/We, agree to furnish the required security deposit.

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

The following pages have been added to form of this quotation

- i)
- ii)
- iii)
- iv)
- v)

Yours faithfully,
(Signature of Quotationer)
Status/State of Capacity
on which the signatory
is signing.

Place.....

Date.....

Name & Address of the witness as

1

2

.....

.....

.....

.....

Name and address of the quotationer.....

DELHI TRANSCO LIMITED

ANNEXURE-II

The commercial terms and conditions of the quotation as given in the following format (refer online form which is to be filled up mandatory) :-

1. Prices (firm) : _____
2. F.O.R. (DTL Store/Site) : _____
3. Rates of S.T. chargeable or exempted : _____
4. Rates of E/Duty chargeable if any must be mentioned. : _____
5. Payment Terms : _____
6. (i) Whether P.S.U.'s/Govt. Undertaking or Department. (Yes/No.) : _____
(ii) Earnest Money submitted (Yes/No) : _____
7. Validity offered. : _____
8. Make/Brand offered. : _____
9. Type Test Certificates submitted in (Yes/No) : _____
10. Delivery offered. : _____
11. Agreed for liquidated damages clause (Yes/No) : _____
12. Agreed for security deposit (Yes/No) : _____
13. Guarantee clause acceptable (Yes/No) : _____
14. Annual Report (balance sheet and profit & loss account) of last 3 years submitted (Yes/No) : _____
15. Copy of STRC/VAT attached (Yes/No) : _____
16. Agreed for unloading (Yes/No) : _____

**SIGNATURE OF THE QUOTATIONER
WITH STAMP & DESIGNATION**

ANNEXURE-III

SCHEDULE OF DEVIATIONS FROM SPECIFICATIONS

In this annexure bidder shall indicate clause wise deviations from specifications.

Sl.no.	Clause No.	Details of deviations	Reasons/Justifications for Deviation
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PLACE

DATE

SIGNATURE OF THE BIDDER

STAMP/SEAL

BANK GUARANTEE FOR EMD

Ref:.....

Bank Guarantee No.....

Date

To

Dear Sirs,

In accordance with your invitation to Bid under your Specification No.....

M/shaving 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 upto 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 upto 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 ofat.....

WITNESS

..... (Signature)

(Signature)

..... (Name)

(Name)

.....
Designation with Bank (Scheduled) Stamp (Official address)

ADDITIONAL INSTRUCTIONS FOR QUOTATIONS

- (1) The on line offers complete in all respects will be **submitted at e- procurement portal of Delhi govt. website i.e. www.govtprocurement.delhi.gov.in.**
- (2) FIRST THE EARNEST MONEY will be checked and in case Earnest money is not found of required amount or not in acceptable mode, the offer of that particular bidder shall be considered invalid.
- (3) On scheduled date of opening as notified, Bidders whose EMD will be found in order only ,their offer ,will be opened on the date of opening.
- (4) Quotationer are requested to submit online the price schedule and the appendices duly filled in as required and should strictly follow the instructions notes supplementary thereof to facilitate the purchaser to prepare comparative statement. Failure to do so may prevent the quotation from being considered.
- (5) The bidders should specifically mention the rates of excise duty, sales tax, education cess and octroi chargeable in format as given in Annexure –II of Quotation Documents.
- (7) The purchaser shall not be bound to accept the lowest or any quotation and reserves to himself the right of accepting in whole or any portion, if any, quotation as he may think fit without assigning any reason for non-acceptance or selection.
- (8) DTL reserves the right to revise or amend the specification and other conditions prior to the date notified for opening of the quotations. Such revisions and amendments, if any, will be communicated to all quotationer as amendment or addenda.

DELHI TRANSCO LIMITED

(A Govt. of NCT Delhi Undertaking)

Store Purchase Department

Prefabricated Building, Rajghat Power House,
New Delhi-110002.

Terms & Conditions

PART-1

INSTRUCTION TO TENDERER

1.1 The quotation covers, the design, manufacture, shop-testing and delivery of the equipment/material detailed in the Technical specifications. Quotation shall be governed by the conditions detailed in the conditions of contracts covered in part 2.

1.2 QUOTATION FORMS

Quotation must be **submitted online at e-procurement portal of Delhi govt. website i.e. www.govtprocurement.delhi.gov.in** in the Quotation form giving complete specifications of the material offered together with particulars and price by filling up the schedule of price as per Schedule-A. The quotation 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 physical form** not later than 10:30 AM on the due date **in the office of DGM (T) Material & Services, 1st Floor, Pre-Fabricated Bldg., Rajghat, New Delhi** explaining briefly the salient points not otherwise covered in the quotation specifications

1.3 LODGING OF QUOTATIONS

1.3.1 The Quotation should be addressed to concerned Manager (T) M-I.

1.3.2 The quotation should be submitted online at **e-procurement portal of Delhi govt. website i.e. www.govtprocurement.delhi.gov.in**. However, all physical documents as asked for should be sent through Registered post or by courier or in person to the office of the DGM (Material & Services) of Delhi Transco Limited, Pre-fabricated Building, Rajghat, New Delhi, not later than 10.30A.M. on the due date.

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

1.3.4 All quotationer must indicate the capacity and the authority of the individual signing the quotation 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 documents received after 10.30 hrs. on the due date, are liable not to be accepted.

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

1.3.7 If the quotationer 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 OPENING OF QUOTATIONS

The quotations shall be opened at 11:30 A.M. on the due date of opening.

1.5 VALIDITY OF QUOTATIONS

A quotation shall remain open for acceptance for a period of 120 days, from the date of opening of quotations or till such time upto which extension of validity has been agreed. If a quotation is notified during this 120 days or extended period that this quotation has been accepted, he shall be bound by the terms of the agreement of his quotation till such agreement is replaced by a contract as stated in clause 1.11, If a day upto 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 quotation with shorter validity is liable to be ignored and may not be opened.

1.6 **SALE TAX REGISTRATION CERTIFICATES**

1.6.1 The quotationer while submitting the quotation must submit a copy of Sale Tax Registration Certificates from the S.T. officer of the Area, in which they are assessed, failing which the offer shall be ignored.

1.7 **ACCEPTANCE OF QUOTATIONS**

1.7.1 The purchaser is not bound to accept the lowest quotation or any other quotation and to assign any reason for rejection of any or all the quotations. The purchaser also reserves the right to accept either the whole or part of the quotation.

1.7.2 The purchasers reserves the right to place the order on the successful quotations for quantity upto +25/-5 percent of the quantity quotationer by them at the rates quoted and may also split up the order on the quotations, within the scheduled delivery period.

1.7.3 The purchaser reserves the right to place the order for different items against one quotation to different parties on their lowest quoted/ computed rates.

1.7.4 DTL reserves the right to revise or amend the specifications and other conditions prior to the date notified or opening of the quotations. Such revisions and amendments if any will be communicated as amendment or addenda.

1.7.5 Printed terms and conditions of the quotationer will not be considered as forming part of the quotations. In case of any terms and conditions of the contract applicable to this invitations to quotations are not acceptable to the quotationer they should be clearly specify deviation in their quotations. The purchaser may not consider the quotation with such deviations. If nothing otherwise is mentioned it will be assumed that these conditions are acceptable to quotationer

1.8 **COMMUNICATION OF ACCEPTANCE**

Acceptance of rates by the purchaser will be communicated through Fax/e-mail/Regd. A.D/Speed Post letter or acceptance letter (i.e. letter of intent) or formal purchase order. In case the acceptance is communicated by Regd. A.D/Speed Post letter, the formal purchase order will be forwarded to the supplier as soon as possible but the instructions contained in the 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 supplier.

1.9 **EXECUTION OF CONTRACTS AGREEMENT**

The successful quotationer shall give acceptance of the P.O. within 7 days of the receipt of the purchase order, failing which it shall be presumed that purchase order alongwith its terms & conditions is acceptable to him and shall be binding upon him.

1.10 **SECURITY DEPOSIT FOR DUE FULFILMENT OF CONTRACT**

1.10.1 The successful quotationer shall have to deposit the security at @ 5% of the total Ex-works price for the proper Performance of the contract within thirty days of receipt of Purchase Order in the office of Manager (SM) or site incharge and material shall not be accepted without depositing security amount.

1.10.2 The security amount is to be deposited in the form of B.G. drawn in favour of DELHI TRANSCO LIMITED valid upto guarantee period of equipment/ material.

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

1.10.4 The B.G. of security amount will be released after fulfillment of the conditions as mentioned above.

1.10.5 In the event of non submission of B.G towards security within the stipulated period, penalty @0.05% per week upto maximum of 2% of ex-works cost shall be levied after expiry of the period as stipulated in the clause 1.10.1. However supply will not be accepted if SD is not deposited within 15 days after from the date of the receipt of the order.

PART -2

CONDITIONS OF CONTRACT

- 2.1 In construing these general conditions and specification the following words shall have the meaning here in assigned to them unless there is something in the subject or the context in consistent with such constructions.
- i. Purchaser shall be the CMD (Delhi Transco Limited) and shall include its legal personal representative /successors and assignees.
 - ii. The contractor' shall mean the quotationer whose quotation shall be accepted by the purchaser 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 purchaser.
 - iv. The Contract' shall mean to include General conditions, specifications, schedule, drawing of quotation 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 Mehrauli Store or any stores/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 quotation is accepted all order of instructions to the supplier shall be given by the purchaser.
- 2.2.2 The supplier shall be deemed to have carefully examined the specifications and also to have satisfied himself as the nature and character of the supplies to be executed.

2.3 CONTRACT SPECIFICATIONS

Contractor shall submit detail specifications/drawings, which shall receive approval of the purchaser before the commencement of the supply under the contract. Any deviation in the supply due to in-correct specifications although approved by the purchaser shall not release the contractor from his obligations of supplying the correct material.

2.4 SUB-LETTING OF CONTRACT

The contractor shall not unreasonably with hold, assign or sublet his contract or any substantial part there of, 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.

2.5 POWER TO VARY OR OMIT WORK

- 2.5.1 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.

2.6 CONTRACT PRICE

- 2.6.1 The contract prices shall be net and firm F.O.R. destination for the entire portion of the contract.

2.6.3 The contract prices shall be payable in the legal currency of the country. However, in case the payment is to be made for import, the payment will be made in the form of foreign currency as mentioned by the quotationer in their offers. The import should be CIF basis.

2.7 STATE OR CENTRAL SALES TAX

2.7.1 The contract price shall remain firm during the continuance of his contract, but any change due to variation of statutory taxes and duties beyond the rate include in the contracts price shall be to the purchaser's account, subject to prior confirmations of the purchaser against documentary proof, thereof.

2.7.2 Such taxes if leviable shall be shown as a separate item in the schedule attached there to Rates in such taxes shall be clearly stated.

2.7.3 The DTL shall issue Central Sales Tax declaration in form 'C' in case of inter state transaction only while making the final payment of invoice(s) and for goods required directly or indirectly for generation/Distribution of Electricity in the Union Territory of Delhi.

The supplier must mention their ST/CST No. in the offer to facilitate the A/C Deptt. of DTL for issuance of exemption certificate or form C/D.

2.8 EDUCATION CESS

2.8.1 The bidder must clearly quote the quantum of education cess as levied by the Govt. of India and state whether it is over and above the base price or included in the cost.

2.9 Any loss or damage during transit will be intimated to the contractor on receipt and verification of material at DTL Store/Site for free replacement and to enable the contractor to lodge necessary claim on their under writers.

2.10 DELIVERY

2.10.1 Delivery of the stores shall be effected within the period to be stated in the schedule of requirement notwithstanding anything thereto contained in the General condition of the contract. No liability shall however be attached to the contractor, if he satisfies the purchaser that the delivery of the goods is quoted impossible or delayed by reason of abnormal political conditions or any act of the government except in conditions as covered by clause 2.11 below.

2.10.2 Material shall be consigned in the name of the purchaser otherwise any such cost of damages which the purchaser may have to pay shall be to contractor's account.

2.11 EXTENSION TIME FOR COMPLETION AGAINST FORCE MAJEURES CONDITIONS:-

2.11.1 Should progress in supplies 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.

2.11.2 If the contract has been entered into the consideration of early delivery period, then no extension for any reason what so ever shall be granted for delay in supply.

2.12 LIQUIDATED DAMAGES

2.12.1 In case of any delay in the execution of the order beyond the stipulated date of delivery/delivery schedule including any extension permitted in writing, the purchaser reserves right to recover from the vendor a sum equivalent to 0.5% of the value of the delayed materials/equipment for each week of delay and part thereof subject to a maximum of 10% of the delayed materials of the order.

2.13 RISK PURCHASE

2.13.1 The supply of all items shall be completed satisfactorily and within the period specified in the order, failing which the purchaser reserves the right to purchase the stores from other sources at the sole risk and cost of the supplier and the difference of rates will be recovered from the suppliers.

2.13.2 If on checking, testing and using, the material proves to be defective or fails to fulfill the guarantee performance of the contract as specified by the contractor, they shall have to make good the defects at his costs. If the contractor fails to do so the purchaser may arrange supplies at the cost of the contractor.

Where goods are not supplied according to specifications and it is decided to retain the inferior goods 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 stores supplied 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 of the contract the purchaser reserves the right to cancel the order after serving 15 days written notice to contractor and no claim for damages will be entertained.

Requisition

2.14 DEDUCTION FROM CONTRACT PRICES (RECOVERIES)

- 2.14.1 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 the contractor from the purchaser by action of law or otherwise from the contractor.
- 2.14.2 In the event of recovery of the necessary extent becoming impossible, owing to in-sufficient security money and otherwise held amounts, the balance due to the purchaser & may be recovered in any way the purchaser may deem fit.

2.15 TERMS OF PAYMENT

- 2.15.1 Subject to any deduction which the purchaser may be authorized to make under the contract the contractor shall unless otherwise agreed to be entitled to payment term as under:-
90% of the contract value plus full taxes against receipt of complete materials in good condition physically including all accessories through receipted challan duly signed by Store Keeper or responsible officer at site not below the rank of Asstt. Manager and balance 10% is payable within 30 days of receipt & approval of material at DTL Store/site.
- 2.15.2 In case of procurement of material the quotationer shall be submit their bills in quadruplicate (one original + three copies) with supporting documents as per the following:
- Original + Two copy to Manager (SM) 1st Floor, Pre-fabricated Building, Rajghat Power House, New Delhi or site incharge not below the rank of AM (T).
 - One copy to Asstt. Manager (F)Store Billing, 2nd Floor, Pre-fabricated Building, Rajghat Power House, New Delhi-2.
- 2.15.3 The payment shall be through electronic clearance system. For this you have to provide your bank account no.name of the bank to our Asstt. Manager(F)SB, Pre-fabricated Building, Rajghat Power House, New Delhi.

2.16 REPLACEMENT OF DEFECTIVE AND REJECTED MATERIAL

- 2.17.1 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 of the intimation to the effect.
- 2.17.2 The material on receipt at purchaser's stores 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 stores. The rejected/short Supplied/damaged stock shall be replaced free of cost at destination within 7 days of intimation from DTL failing which the cost of such material shall be recovered from any amounts due to the contractor.

- 2.17.3 Rejected supplies shall be removed within 10 days of receipt of intimation failing which the contractor may loose the claim of material.

2.18 SUPPLY

- 2.18.1 Supply shall confirm to contract specifications.
- 2.18.2 Country of manufacture make/brand of the material shall be clearly stated.

- 2.18.3 Dimensional sketches and descriptive literature shall also be enclosed with the supply.
- 2.18.4 Each item shall be supplied duly marked/Embossed/Painted with the word DTL property alongwith month and year of manufacture on the body of products.
- 2.18.5 If the supply received does not conform to relevant I.S.S/IEC the material will be straight away rejected at the entire cost and risk of the supplier.
- 2.18.6 Purchaser reserves the right to get the material tested as per the test prescribed in the relevant I.S.S./IEC and if the material is not found upto the mark, the same will be rejected straight away at the risk and cost of the supplier.

2.19 GUARANTEE

- 2.19.1 Equipment shall be guaranteed for a period of 12 months from the date of commissioning or 18 months from the date of delivery whichever is earlier. During this period the contractor shall replace or Repair (as the case may be) such defective material due to inferior quality and to poor workmanship, free of cost.
- 2.19.2 The contractor shall also guarantee among other things the following :
- a) Guaranteed Technical particulars of equipment.
 - b) Quality and strength of material used.
 - c) Adequate factors of safety for all part of the equipment to withstand the mechanical and/ or electrical stresses developed there in under operation, conditions.
 - d) The efficiencies, temperature rises and performance date furnished for the equipment.

2.20 WARRANTY

- 2.20.1 The contractor warrants that the equipment will be new and in accordance with the specifications.
- 2.20.2 The contractor warrants that the equipment will be free from defects in design material and workmanship.
- 2.20.3 The acceptance of the equipment by the purchaser shall in no way relieve the contractor of his obligation under this article.
- 2.20.4 In case of defective parts not repairable at site but essential in the maintenance for the commercial operation of the equipment the parties shall mutually agree to a programme of replacement by renewal which will minimize to the maximum extent, any interruption in the operation of the equipment.
- 2.20.5 If it becomes necessary for the contractor to replace or renew any defective equipment under this article the provisions of this articles shall apply to the replacement until the expiration of six months from the date of such replacement or renewal or until the period of twelve (12) months after completion of test which ever may be later.
- 2.20.6 The contractor shall have to submit a written warrant on a non-judicial stamp paper incorporating provision of the other clauses

2.21 REGULATION OF LOCAL AUTHORITIES

The quotationer 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 way leaves approvals as shall be applicable to the work.

2.22 ARBITRATION

In case of dispute, question or controversy the settlement of which is not herein specifically provided for shall at any time arises between the DTL and the Supplier/Contractor relating to this order contract or any clause or things contained or the construction thereof or any matter connected with this & contract/order or the

portion of the same or the right or duties or liabilities of either party in every such case, the matter in dispute shall be referred to the arbitration of Chairman cum Managing Director, DELHI TRANSCO LIMITED or his nominees and the decision of CMD (DTL) or his nominee shall be final and binding on both the parties. The provision of Indian Arbitration & reconciliation 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 CMD (DTL) or his nominee as arbitrator on the grounds that he is an officer of DTL 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 not withstanding the existence of any such dispute/question/controversy continues during the arbitration proceedings and the payment due or payable by DTL to the contractor or vice-versa shall be withheld on account of such proceedings unless such payments are the direct subject of such arbitration proceedings.

2.23 CONSTRUCTION OF CONTRACT

2.23.1 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 Rupees unless otherwise provided in the contract.

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

2.24 PATENT

In the event of any claim demand being made or action being brought against the purchaser for infringement or alleged infringement of letters patent in respect of any machine plant 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 if 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 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.

2.25 LIABILITY FOR ACCIDENT & DAMAGES

The contractor shall be responsible for making good any loss, damages or depreciation to the materials upto delivery at site. Purchaser in accordance with the contract shall issue report of damages or loss within 14 days of the application for the same.

2.26 DEATH, BANKRUPTCY

If the contractor dies or commit any act or Bankruptcy or being a corporation commence to the wound up except for reconstruction purpose or carry on its business under a Receiver, the Executors, Successors or other representatives and law of the estate of the contractor shall forthwith given notice thereof in writing to the purchaser and shall for one month during which he shall take all reasonable steps to prevent stoppage of the manufacture of plant have option of carrying out the contract, subject to his or their providing such guarantee as may be required by the purchaser by not exceeding the value of the plant for the time being remained un-executed. In the event of stoppage of the manufacture of the plant, the period of the option under this clause shall be 14 days only provided that should be above option not be exercised, the contract and purchaser by notice in writing to the contractor and purchaser may exercise the same power which he could exercise and shall have the same right which have under the last proceeding clauses if the work had been taken out of the contractor's hand under the clause.

2.27 The tenderers should furnish the details of their experience and statement of past/current supplies of similar items to this tender in the following form (refer online form). Photostat copies of order and performance reports of these items from various State Electricity Boards/other Govt. Departments / other repudiated utility also be given in physical form not later than 10:30 AM on the due date in the office of DGM(T)Material & Services, Ist Floor, Pre-Fabricated Bldg., Rajghat, New Delhi.