

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-06-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-06-2025 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Delhi
Department Name/विभाग का नाम	Delhi Transco Limited (dtl)
Organisation Name/संगठन का नाम	Delhi Transco Limited (dtl)
Office Name/कार्यालय का नाम	Delhi Transco Limited
क्रेता ईमेल/Buyer Email	twinkle.gupta@dtl.gov.in
Item Category/मद केटेगरी	Hiring Of Agency For ISO Certification Service - audit work of dtl for iso 9001:2015 by external agencnt, ISO 9001 - Quality Management System (QMS); Re-certification Audit, Surveillance Audit, as per NIT; AS PER NIT
Contract Period/अनुबंध अवधि	3 Year(s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Single Packet Bid

Bid Details/बिड विवरण	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Estimated Bid Value/अनुमानित बिड मूल्य	188269
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	38

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

DELHI TRANSCO LIMITED
Delhi Transco Limited, Delhi
(Delhi Transco Limited)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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1. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and

for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

2. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

BOQ - [1747721808.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Number of Years of Experience of Service Provider for ISO Certifications and AuditsAs per NIT

Project Executed and Running for ISO Certification and Audits by the Service Provider:As per NIT

Number of Employees with Service Providers:As per NIT

Scope of Work to be mentioned by Buyer:[1747722767.pdf](#)

Hiring Of Agency For ISO Certification Service - Audit Work Of Dtl For Iso 9001:2015 By External Agent, ISO 9001 - Quality Management System (QMS); Re-certification Audit, Surveillance Audit, As Per NIT; AS PER NIT (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of ISO Certification Required	audit work of dtl for iso 9001:2015 by external agent , ISO 9001 - Quality Management System (QMS)
Type of Service Required	Re-certification Audit , Surveillance Audit , as per NIT
Category of work required for ISO certification	AS PER NIT
Type of Professional Resources required	AS PER NIT
Qualification of Professional Resources required	AS PER NIT
Certification of Professional Resources required	AS PER NIT
Total Experience of Professionals Resources (In years)	AS PER NIT
Deployment Location	Onsite , Offsite
Post Service Support required	No
Addon(s)/एडऑन	

Specification	Values
Additional Details/अतिरिक्त विवरण	
Number of Consultants Required	AS PER NIT

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity(to be input 1 as price will be evaluated as per bid requirement)	Additional Requirement/अतिरिक्त आवश्यकता
1	Grasamma Saji	110002,First Floor, Maintenance Block, Old I.P. Power House, near 220kV Indraprastha Substation, Ring Road, New Delhi-110002	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

- Provisions for workmen compensation, insurance, public liability, property damage, insurance etc. to be ensured by the contractor. Also, safety measures prescribed for working in Extra High Voltage & use of personnel protective equipment must be adhered to.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

PLEASE REFER NIT

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3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

4. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

PLEASE REFER NIT

5. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



DELHI TRANSCO LIMITED
(A Government of NCT of Delhi Undertaking)
INVITATION FOR BID on GeM

Tender is invited in Single-part Bid system by
AGM (T) QA&I, 1st floor, Maintenance Block, Near 220kV IP Substation, IP Estate, New Delhi-110002

Tender Subject: Audit Work of DTL for ISO9001:2015 by External Agency

Name of work	Estimated Amount	Earnest Money	Completion Period
Audit Work of DTL for ISO9001: 2015 by External Agency	Rs. 1,88,269.00 (in words: One Lakh Eighty eight Thousands Two Hundred Sixty Nine only)	NIL	03 Years

1. ELIGIBILITY CRITERIA FOR BIDDERS:

- a) **Bidder should be registered on GeM Portal.**
- b) The bidder shall be recognized ISO Certification Bodies duly Accredited by Quality Council of India(QCI) or National Accreditation Board for Certification Bodies(NABCB) for performing Third-Party Assessment/ Audit and providing the ISO9001:2008/2015 with latest update/version Certification to the organization.
- c) **TECHNICAL EXPERIENCE:** The bidder should have experience of having successfully completed similar works/ Certification during 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

For any clarification /query you may contact
the **office of AGM (T) QA&I,**
Room No. 106, 1st floor, Maintenance Block, Near 220 kV IP Substation, IP Estate, New Delhi 110002,
PH. 9999533680 EMAIL : dinesh.singh@dtl.gov.in

Similar Work definition: Provided certification of ISO 9001:2008 or latest version in any Central /State Govt./PSU/Autonomous Organization of Government or State Electricity Boards.

The Bidders should submit documentary evidence i.e. work completion certificate or any other document in support of work executed by them. The bidder should have necessary infrastructure to carryout entire job and should posses all tools tackles and manpower for execution of work.

- d) FINANCIAL POSITION:** Average annual financial turnover during the last three years ending 31st March of the previous financial year should be at least 30% of the estimated cost. Annual financial statement should be duly certified by a Chartered Accountant for last three financial years and counter signed by bidder /Authorized signatory.

The bidder shall submit annual financial report/balance sheet, Profit & Loss account of last three financial years except the bidders who are covered under section 44AD of the Income Tax Act, 1961. Section 44AD of Income Tax Act allow the bidders to avail the benefits of presumptive taxation scheme wherein they are not required to maintain regular books of accounts, i.e. P&L Account and Balance-sheet. The net worth for last three financial years should be positive (total assets less total liabilities shall be positive).

2. TERMS OF PAYMENT:

- 2.1. The supplier must quote FOR DTL store/Site unit rates otherwise the offer shall be considered incomplete and likely to be ignored.
- 2.2. Payment of surveillance audits shall be released after successful completion of every audit and payment of recertification audit shall be released after ISO9001:2015 certification to DTL.
- 2.3. Payment shall be sanctioned after verification by Manager (T) ISO & Quality 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.
- 2.4. The contractor shall submit bills in triplicate with supporting documents in the office of concerned Manager (T) ISO & Quality, along with necessary documents specially the work done report as furnished at **Annexure-V**.
- 2.5. In case the work done by the contractor is not according to specifications/unsatisfactory, the work so executed will not be measured and no payment shall be made till the same is done according to specifications/satisfaction.
- 2.6. The vendor shall submit their bills in quadruplicate (one original + three copies) with supporting documents as per the following:
 1. Original + one copy to **Manager(T) ISO**
 2. One copy to Concern **GM(T),Planning**
 3. One copy to Asstt. Manager (F) Store Billing/Works, Pre-fabricated Bldg., Rajghat Power House, New Delhi-2.
- 2.7. The payment shall be through electronic clearance system. For this the supplier/contractor shall have to provide the below mentioned details to the executing department for onward submission to finance department- 1) Vendor Name, 2) Bank

& Branch, 3) IFSC Code, 4)Type of Account- SB/CA, 5) PAN, 6) GST No. at the time of creation/ amendment of PO in SAP system".

3. EVALUATION PROCESS

- 3.1. This is a single-part tender through GeM Portal.
- 3.2. Only those bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the terms & conditions outlined in the bid, both technically and commercially.
- 3.3. In respect of Single-Part Bid system through GeM portal, the technical bids submitted by the bidders will be evaluated by the Buyer with reference to evaluation criteria mentioned in the bid. The compliance of the technical and commercial bids would be determined on the basis of parameters specified in the bid.
- 3.4. In case of any clarification or supplementary documents to be obtained from the any bidder, only one opportunity shall be given to the bidder for submission of such shortfall documents within a period of **03** days during the technical evaluation. No Further opportunity shall be given at any circumstances. Therefore, bidders are advised to check the required documents thoroughly and upload them at the time of bid submission.
- 3.5. The lowest amount quoted by the bidders among the techno-commercially qualified bidders shall be declared as L1 and the contract shall be awarded to the L1 Bidder.
- 3.6. In case more than one bidder quotes the same lowest amount and is shown as L1 by the GeM Portal, L1 run option shall be adopted to evaluate the financial bids and the contract shall be awarded accordingly.
- 3.7. The price bid shall be checked for computational error, if any, to arrive at the computed price. Arithmetical errors will be rectified on the following basis:
 - 3.7.1. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity of item, or between sub-total and the total price, the unit or sub-total price shall prevail, and the total price shall be corrected.
 - 3.7.2. Further, if there is a discrepancy between the quantity specified by DTL in the bidding document and the indicated by the bidder in his bid, the former shall be taken to arrive at the computed price.
 - 3.7.3. If there is a discrepancy between words and figures (of unit price or subtotal price if total price is not quoted), the amount in words will prevail (Not applicable in case of total quoted price, in that case arithmetically corrected computed price shall prevail).
- 3.8. The computed price arrived at, as above, shall be considered for the purpose of further evaluation as well as award. If the bidder does not accept the methodology of correction as mentioned above, its bid will be rejected.
- 3.9. For the item rate portion (where the BOQ with item description and quantities is provided by DTL and the bidder has to quote unit rate and price only), the methodology described as under:-
 - 3.9.1 If a bidder has indicated BOQ item (both description and the quantity) but has not quoted (left Blank or indicate) its unit rate and amount, the price of such item(s) will be deemed to be included in the quoted bid price.
- 3.10 If the Scope of work has been provided by DTL on lump sum or lot basis and bidder is required to assess the required quantities and to quote the price on lump sum or lot basis.
- 3.11 If a variation of more than Rs.10/- (Rupees Ten) is found in the quoted (as

mentioned by the bidder in BOQ/ Price Sheet (Annexure-IV) as well as GeM Evaluation Sheet) and the computed price, then such bid(s) will be considered as non-responsive and will be rejected.

- 3.12 The Bidder must ensure that the price bid has been uploaded in the format prescribed in the Bid Documents. The Bidder must also ensure that rate/ price of each & every item of BOQ has been filled properly. In case the Price Bid is not uploaded by the Bidder on GeM Portal and / or the Price Bid is not uploaded in the format prescribed in the Bid Documents, the Bid shall be considered as non-responsive. No further clarification sought from the bidders in any circumstances during price bid evaluation
- 3.13 The rate of GST quoted should be as per latest order of GOI.

4. DOCUMENTS TO BE SUBMITTED

Bidders are required to furnish the following documents along with bid and upload the scanned copies on the GeM portal in following order along with a covering letter failing which their bid shall be summarily/outrightly rejected and will not be considered any further:

1. Purchase orders along with satisfactory completion/performance reports as per NIT clause 1.c (Technical experience).
2. EMD/Bid Security as per NIT clause 05.
3. Financial position as per NIT clause 1.d (Financial position)
4. Copy of GST registration certificate.
5. Copy of Pan Card.
6. Undertaking regarding non-blacklisting.
7. Undertaking regarding non-pending of any judicial proceedings.
8. Copy of ESI registration along with latest challan.
9. Copy of EPF registration along with latest challan.
10. Acceptance of all GeM Terms & Conditions on letterhead.

5. EARNEST MONEY DEPOSIT(EMD)/ BID SECURITY

- 5.1 **Earnest Money/Bid Security is to be deposited @ 2% in the form of Bank Guarantee/FD Receipt/DD/Pay Order/e-payment from their account** (Bank Guarantee should be issued from scheduled bank as per **Annexure-I** only). The detail of EMD/Bid Security should be written on the envelope clearly mentioning Tender no., Name of work, Validity of offer, Amount, DD/PO/FDR /e-payment from their account /Bank Guarantee number and date, name of Bank, Name of bidder, Due date of opening. No other mode is acceptable.
- 5.2 In case EMD/Bid Security is in the form of BG (Bank Guarantee), then it should be valid for minimum 240 days from date of opening. In case EMD/ Bid Security is in the form of FDR, then its maturity date should be at least 240 days from date of opening.
- 5.3 Scanned copy of original Bid Security/EMD document (**Bank Guarantee/FD Receipt/DD/Pay Order/e-payment from their account**) has to be attached online to the tender document at **GeM bid** and the original EMD/Bid Security document has to be submitted to the buyer in a sealed envelope in the office of **AGM(T) QA&I , 106, 1st floor ,Maintenance Block, Near 220 kV IP Substation, IP Estate, New Delhi 110002 Phone/Fax No. 9999533680**, within 5 days of Bid End date / Bid Opening date, otherwise the offer will be rejected. Bank details of DTL account:

Bank Name: SBI Chandni Chowk Delhi, RTGS/IFSC No. : SBIN0000631, MICR No. 110002018 & Current Account No. 10820056547.

- 5.4 Bid Security (Earnest Money) is to be submitted by all the bidders except Startups, Micro and Small Enterprises (MSEs)/NSIC registered firms as notified by Department of Micro, Small and Medium Enterprises (MSME). However, the requisite document to be submitted along with its information on the face of envelope.
- 5.5 In case of e-payment (NEFT/RTGS) and EMD exempted vendors viz MSME/NSIC registered vendors, it is not mandatory to submit the EMD envelope in the office of AGM(T) QA&I, the vendors may send email (in place of physical bid) before the bid submission end date and time to dinesh.singh@dtl.gov.in and isoq.dtl@gmail.com mentioning the Tender No. and Tender ID with the following documents:
- 5.5.1 Proof of e-payment (NEFT/RTGS) transaction for credit of EMD into DTL account or Documentary evidence for exemption of EMD Fee viz MSME/NSIC certificate.
- 5.5.2 In all other modes of EMD submission (like Bankers Cheque, DD, FDR, BG) the bidder must submit the EMD envelope in the office of AGM(T) QA&I with the original EMD/Bid Security Document before the bid submission end date and time.

First the Bid Security/EMD Envelope will be opened and in case Earnest money is not found of required amount or not in acceptable mode, then the online submitted technical and commercial bids will not be opened & the complete offer will be rejected.

- 5.6 The following particulars shall be clearly mentioned on the sealed envelope containing the Bid Security/EMD :-

- **Name of work,**
- **Tender Number,**
- **Due date of opening,**
- **Validity period of submitted offer.**
- **Detail of Earnest Money given as under:**
 “DD/PO/FDR /e-payment from their account /Bank Guarantee no, Date, Amount (in Rs), Name of issuing Bank, maturity date of FDR” – EMD/ Bid Security
- **Full Name and Address of the Bidder.**
- **Details of Startups/ Micro and Small Enterprises (MSEs)/NSIC certificate, if submitted.**

- 5.7.1 Earnest money of all the unsuccessful Bidders will be refunded after decision taken by competent authority to accept/award the tender. However, the bid security of successful bidder will be refunded only after submission of performance security/guarantee. The amount of Bid Security in whole or any part thereof is liable to be forfeited due to its non-submission of performance security/guarantee or non-execution of contract.
- 5.7.2 If the successful Bidder withdraws his tender within validity period of 120 days or makes any modification in terms and conditions of tender which are not acceptable to Purchaser, the Purchaser shall without prejudice to any other right or remedy, be at liberty to forfeit the entire amount of the EMD Bid Security.

- 5.7.3 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/ Bid Security of one tender case shall not be transferred / adjustable towards other tender. However, on re-tender of the same case the EMD/ Bid Security shall be adjustable.
- 5.7.4 No interest is payable by DTL on the amount of Bid Security deposited by a Bidder.
- 5.7.5 **Forfeiture of EMD/Bid Security:** The bid security may be forfeited
- (a) If the Bidder withdraws its bid after opening during the period of bid validity specified by the Bidder in the Bid Form;
OR
In case the Bidder does not withdraw the deviations even after considering cost of withdrawal;
OR
If the bidder does not accept the correction of its Bid Price pursuant to NIT;
OR
As per the Qualifying Requirements the Bidder has to submit a Deed of Joint Undertaking (if any) and if he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executants(s) or registered with the Indian Embassy/High Commission in that country, within ten days from the date of intimation of pre-award discussion;
- (b) In case of a successful Bidder, if the Bidder fails within the specified time limit:
To sign the Contract agreement, in accordance with NIT,
OR
To furnish the required performance security, in accordance with NIT.

6. PERFORMANCE SECURITY FOR DUE FULFILLMENT OF CONTRACT:

- 6.1 The successful tender shall have to deposit the performance security at @5% of the total contract price for the performance of the contract within Twenty-eight days (28 days) or before signing of contract agreement whichever is earlier from the date of issuance of Purchase Order, in the office of concerned Manager (T). The material/service shall not be accepted without depositing performance security.
- 6.2 The performance security is to be deposited in the form of Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank (scheduled), Bank Guarantee from a Commercial bank (scheduled) or online payment in an acceptable form safeguarding the purchaser's interest in all respects. Performance Security shall be valid upto 60 days beyond guarantee period.
- 6.3 In the event of non-submission of performance security within the stipulated period, penalty @ 0.5% per week up to maximum of 2% of total contract price shall be levied. However, performance security deposited beyond 49 days from the date of issue of PO shall constitute a sufficient ground for the annulment of the award and forfeiture of the EMD.
- 6.4 The security amount will be released after fulfillment of the conditions as per NIT.
- 6.5 The performance security amount in whole or any part there is liable for forfeiture in case of un-satisfactory execution or bad supplies.
- 6.6 Bank Guarantee against security shall be released after two months of completion period or extension, if any, thereof.

7. **LIQUIDATED DAMAGES (LD):** 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 Contractor a sum equivalent to 0.5% of the total contract price for each week of delay and part thereof subject to a maximum of **10%** of the of the total contract price.
8. **TERMINATION OF CONTRACT:** Purchaser reserves the right to terminate the contract after giving 2weeks' notice in case performance of the bidder 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 Purchaser to take any other action to recover any loss suffered by the Purchaser due to non-performance of the contract.
9. **BLACK LISTING:** DTL may decide to black-list firms or ban business with them, for specified time, based on facts and circumstances of the particular case generally on the following grounds:
- (i) Corrupt or Fraudulent practices resorted to by Contractor including mis-representation of facts.
 - (ii) Willful indulgence by the Contractor in supplying sub-standard material irrespective of whether pre-dispatch inspection conducted by DTL or not.
 - (iii) Repeated use of delaying tactic in fulfilling contractual obligations willfully.
 - (iv) Established litigant nature of the contractor to derive undue benefit.
 - (v) Poor performance in one or more contracts.
10. **SETTLEMENT OF DISPUTES:**
- 10.1 Any controversy, dispute, or claim of any nature arising out of, in connection with, or in relation to the interpretation, performance, enforcement or breach of this Contract/Agreement (and any closing document executed in connection herewith), including any claim based on contract, tort or statute, shall be resolved before the Commercial Courts as per Commercial Courts Act, 2015 The Agreement shall be subject to jurisdiction of the courts at New Delhi.
- 10.2 The parties irrevocably submit to the exclusive jurisdiction of Courts at New Delhi for the determination of disputes arising under this contract/agreement.
- 10.3 This Contract/Agreement shall be governed by and construed in accordance with the laws of India and Indian laws shall govern the validity, enforcement, and interpretation of this Contract/Agreement without regard to applicable principles of conflicts of law. Each of the parties hereto irrevocably consents to the exclusive jurisdiction of Courts at New Delhi, in connection with controversy, dispute, or claim of any nature arising out of, in connection with, or in relation to the interpretation, performance, enforcement or breach of this Contract/Agreement (and any closing document executed in connection herewith), including any claim based on contract, tort or statute, which shall be resolved before the commercial courts as per Commercial Courts Act, 2015.
11. **EXECUTION OF CONTRACT AGREEMENT:** Once the PO is issued and its acknowledgement is received, it shall be ensured by the concerned Executing Dept. that formal Contract Agreement, appending therewith all the **documents forming part of the Contract, is signed between DTL and the Contractor in two** original copies, within 7

days from date of receipt of PO. The agreement shall be executed on non-judicial paper of Rs. 100 as per Annexure-II.

- 12. NOTICE BY COMPANY:** Subject to, as otherwise provided in this Tender, all notices to be given on behalf of Department and all other actions to be taken on its behalf may be given or taken by the General Manager (HR), or any other official authorized by the Company.
- 13. LEGAL LIABILITY AND RESPONSIBILITY:**
- 13.1 It will be responsibility of the Agency to get all the related clearances as applicable under the Indian Laws and complete the necessary formalities as required under relevant statutes, rules and regulations.
- 13.2 The agency shall comply with all the statutory provisions as the case may be, as laid down under various Labour Laws /Act/ Rules like Minimum Wages, Provident funds, ESI, Delhi shops and Establishment Act, Delhi Partnership (Regulation of Firms), Rules, 1972, Statutory provisions pertaining to Bonus/ Gratuity, Contract Labour (R&A) Act, Delhi Works Contract Act and other Labour Laws/Act/Rules in force from time to time at its own cost. In case of violation of such statutory provisions under Labour Laws and/or any other laws applicable, by the Agency, there will not be any liability on part of Company. Such levy of penalty will be paid by Agency and if it is paid by Company then such penalty paid by the Company will be recovered from the Agency along with interest @ 8% per annum.
- 13.3 In every case in which by virtue of the provisions of the Workman's Compensation Act or any other Act, the Company is obliged to pay compensation to such person employed by the tenderer/bidder in execution of the work, then the Department/Company will be entitled to recover from the Agency the amount of compensation so paid and such a compensation shall exclusively be on the part of Agency only.
- 13.4 The Agency has to maintain all the relevant records, registers and documents as required by the Labour Department, Regional Provident Fund Commissioner and Employees State Insurance Corporation or other local bodies as per the existing rules and or regulations as amended from time to time. These documents shall be produced to DTL management, as and when required.
- 13.5 The Agency shall indemnify to the Company against any payments to be made under and for the observance of the above-mentioned various laws and rules.
- 13.6 The Agency shall train its employees about the safety rules and procedures to avoid any accident/ loss from time to time during the validity of contract.
- 14. PROCESS TO BE CONFIDENTIAL:** 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 Bidder or other persons not officially concerned with such process. Any effort by a Bidder to influence the Purchaser/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.
- 15. TAXES:** The GST will be paid actual at the time of billing, subject to submission of the documentary evidence indicating the said taxes paid by the contractor and GST credit is transferred to the Employer.

16. **QUANTITY VARIATION:** During the execution of contract, the Purchaser reserves the right to increase or decrease the quantity of any works under the contract unlimitedly as per Purchaser requirement, but without any change in unit price or other terms & conditions. The overall value of contract can vary up to + 25/-5% of the ordered value.
17. **PURCHASER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS:** The Purchaser 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.
18. **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 bidder except when directed in writing by the Purchaser.
19. **COMPLETION PERIOD:** The work should be completed within three years from date of agreement. The contractor is required to attend the work within stipulated time notice/intimation from the owner through Fax/e-mail/telephone or in person, in case noncompliance 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 bidder, if he satisfies the owner that the completion of work is tendered impossible or delayed by reason of abnormal political conditions or any act of the government as in conditions.
20. **EXTENSION TIME FOR COMPLETION AGAINST FORCE MAJEURE CONDITION:** Should progress work 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 bidder and whether such delay or impediment occur before or after the time for completion a reasonable extension of the time shall be granted by agreement between the parties, provided that the delays and its causes have been notified by the bidder at the time of occurrence of the cause of delay.
21. **CONSTRUCTION OF CONTRACT:** 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. The charges in respect of getting and executing of the contract documents shall be borne by the bidder. The bidder shall be furnished with a stamped counterpart of the agreement.
22. **PATENT:** In the event of any claim demand being made or action being brought against the Purchaser for infringement or alleged infringement of letter's patent/ License Agreement in respect of any machine plant, computer hardware/software / works or thing used or supplied by the bidder under this contract or in respect of any method used or worked or handed over by the bidder, the Purchaser shall notify the bidder immediately any claim made and bidder shall be at liberty if he so desires with the assistance of the Purchaser, if required but at the bidder'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 / works 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 bidder and specified under this contract.

23. **SUB-CONTRACTING OF CONTRACT:** The bidder shall not unreasonably with hold, assign or sub-contract his contract or any substantial part thereof, without the written consent of Owner. Such sub-contracting shall not in any way be interpreted as releasing the contract or from his liability & obligations under the contract.
24. **LIABILITY FOR ACCIDENT & DAMAGES:** The bidder shall be responsible for the loss/damages or depreciation to the work/works upto completion of work at site. The Purchaser in accordance with the contract shall issue report of damages or loss within 14 days of the application for the same.
25. **DEATH, BANKRUPTCY:** If the bidder dies or commits any act or Bankruptcy or being a corporation commences to wind up except for reconstruction purpose or carry on 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 Purchaser, for one month during which he shall take all reasonable steps to prevent stoppage of work and 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 work for the time being remained/ unexecuted. In the event of stoppage of the work, 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 bidder and Purchaser/Purchaser 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 bidder's hand under this clause.
26. **DISCIPLINE:** The bidder shall, on instructions of 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 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 and the instructions as directed by Purchaser will strictly be adhered by the bidder.
27. **CONDITION OF SITE AND LOCATION:** Before quoting, the bidder may inspect all sites/route of 400 kV/ 220 kV substations/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 labor etc., required for the satisfactory execution of the project. No claim whatsoever on such account shall be entertained by Purchaser in any circumstances. The bidder shall be solely responsible & shall ensure due compliance with the entire legal requirement concerning the workman employed by him under the provision of applicable labor and other legislations. In the event of the bidder committing any fault resulting in Purchaser being required to insure any liability of expenses or Purchaser being required to pay for any notice/summoned in this respect the same shall be entitled to recovery from the bidder for liability attached to it due to any proceedings.
28. **ADHERENCE TO FACTORY AND PAYMENT OF WAGES ACT:** No labor below 18 years of age limit shall be employed on the work and labor so employed must be able-bodied person. Bidder shall not pay less than fair wages to laborers engaged by him on the

work. The bidder is bound to adhere to factory act, payment of minimum wages, Act as applicable during the pendency of the contract. If the bidder fails to pay according to minimum wages Purchaser shall be at liberty to pay to the workers directly and deduct the amount from the running bills of the bidder. The bidder shall be responsible for observing all acts and Rules under the latest factory Act/wages Act, Workman Compensation Act and amendment of these from time to time. Any breach shall be deemed to be breached of this contract.

29. INSURANCE: The bidder at his own expense shall carry out & maintain insurance cover like the workmen compensation and shall also indemnify and hold Purchaser harmless from liabilities whatsoever on this account. The bidder shall ensure compliance of all statutory and mandatory requirements including all labor laws requirements.

30. WORKMEN'S COMPENSATION INSURANCE: 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 bidder against claims for injury, disability, disease or death of his or his sub-bidder'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.

31. RISK & COST

31.1 The work shall be completed satisfactorily and within the specified period, failing which the Purchaser reserves the right to get the work done from other sources at the sole risk and cost of the supplier/bidder and the differential cost will be recovered from the bidder.

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

31.3 Where works/supply is not done according to specifications and it is decided to retain the inferior works/supply at the discretion of the Purchaser, the intimation thereof shall be conveyed to the bidder. The rejected work shall be improved free of cost at site within 7 days of intimation from Purchaser failing which the cost of such work shall be recovered from any amounts due to the bidder.

31.4 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 bidder and no claim for damages will be entertained.

32. BIDDER'S OBLIGATION:

The bidder is responsible to arrange the followings at his own cost:-

- i) To carryout ISO 9001:2015 recertification and surveillance audit work of DTL.
- ii) To provide ISO 9001:2015 certification during the contract period

Bidder shall ensure that all the supervisor and labor technicians employed shall work as per Delhi factory rules & regulations including minimum wage law. 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 bidder shall be liable for any injury to its staff & Purchaser shall not have any liability on this account. The

work is to be carried out in the presence of authorized supervisor. Following items are to be arranged by the bidder at his own cost: Escorting & safe transportation of various materials/equipment as per the scope of work. Providing of consumables, if required, while execution of work. Marking the working zone and ensuring the safety of equipment and labor working in his own/authorized representative presence. Arranging the site by shifting of ladders etc. for the execution of work. Clearing of site after completion of work.

33. DEDUCTION FROM CONTRACT PRICES (RECOVERIES)

33.1 The bidder shall be liable for any loss or damage, which Purchaser may sustain in consequence of default or negligence on the part of bidder or his servants or agents in the execution of the contract. If the bidder fails to perform the contract and to observe all or any of the conditions of contract, Purchaser 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 or damages suffered by Purchaser and other sum which Purchaser considers necessary as due to cover the losses etc.

33.2 All costs, damages or expenses, which the Purchaser may have incurred shall be deducted and recovered from the bidder by the Purchaser from money due or becoming due to the bidder from the Purchaser by action of law or otherwise

33.3 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.

34. SAFETY MEASURES: The bidder shall have to provide all safety needs as per the requirements and as felt necessary by the Engineer for safety of the bidder's workers/staff. Uses 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 with security staff & fire wing at the Substation if asked for.

35. BIDDER LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS, NOTICED WITHIN THE CONTRACT PERIOD: If the Bidder 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 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 Bidder shall upon a receipt of notice in writing on behalf of Purchaser, 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 Bidder 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 Bidder shall not be refunded before the expiry of the period of guarantee specified. If the period of guarantee of any individual item(s) of work is extended in terms of Guarantee, 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.

36. **REGULATION OF LOCAL AUTHORITIES:** The Bidder 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.
37. **TRANSIT SAFETY:** Each and every effort shall be made by the bidder for safe transportation/ erection/ commissioning of various equipment as per BOQ/ rate schedule. In case while carrying out the work, any equipment is found to be damaged, the bidder shall be penalized for the cost of the equipment in question.
38. **SAFETY:** The agency shall be responsible for safety of all workmen employed by it from time to time and it shall be responsible for payment **of any compensation that may arise out of any accident, injury or death of workers during the execution of contract.** Delhi Transco Limited shall bear no liability whatsoever towards any violations by the agency in this regard. The agency shall be responsible for the safe execution of work adopting safe work procedures.
39. **SAFETY CODES:** The contractor shall at all time at his own expenses exercise reasonable & proper precautions the safety of all the people directly or indirectly employed for the performance of the work. All machinery equipment & other sources of physical hazards shall be guarded in accordance with all requirements of regulations and safety laws/Acts of the central and State Government. In case of any accident during the contract period, the contractor shall be entirely and solely responsible to pay compensation as per provision of the existing workmen compensation act within the prescribed time.
40. **SPECIAL TERMS & CONDITIONS:**

40.1 SCOPE OF CONTRACT

- 40.1.1 After the tender is accepted, all instructions to the bidder shall be given by the owner.
- 40.1.2 The scope of work includes ISO 9001:2015 recertification and two surveillance audit works of DTL as per List of DTL Locations.
- 40.1.3 The bidder shall be deemed to have carefully examined the specification of tender and also to have satisfied himself as the nature and character of the work to be executed and the necessities of the site conditions and other relevant material and details. Any information, thus had or otherwise obtained from the Owner shall not in any way relieve him to work in terms of this contract.

40.2 CONTRACT SPECIFICATIONS

- 40.2.1 The contract shall include Audit Work of DTL for ISO 9001:2015 by External Agency.
- 40.2.2 Bidder shall execute the work as per relevant standards/DTL specifications. Bidder shall submit schedule of work before the commencement of the work under the contract. Any deviation in the work due to in-correct specifications, although approved by the owner, shall not release the bidder from his obligations of performing the works.

40.3 POWER TO VARY OR OMIT WORK

- 40.3.1** No alteration, amendments, omissions, additions, suspensions or variations of the work under the contract as shown by the contract specifications shall be made by the bidder except when directed in writing by the owner

40.4 CONTRACTOR'S REPRESENTATIVE

- 40.4.1** The bidder 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 bidder in his absence and all directions given to him shall be binding on the bidder.
- 40.4.2** On acceptance of the tender, the name of the accredited representative(s) of the bidder who would be responsible for taking the instructions from the owner, shall be communicated to the owner or his authorized representative.

- 40.5** The scope of work includes following work. The quantity of items of work may vary as per actual site requirement; the quantities mentioned in the price bid are only tentative.
- 40.6** The Bidder is required to take all the safety measures for his staff during the execution of work. Purchaser shall not be responsible for any injury to the staff of the bidder. The bidder before starting the work shall obtain clearance/permission from site in charge. The work shall be carried out strictly in presence of site in charge.
- 40.7** Petty items required for work shall be arranged by the bidder on his own cost. Work will be carried out in the presence of concern J.E./site in charge /Asst. Manager (T).
- 40.8** Bidder should satisfy himself with the details of the work to be executed and if considered necessary they should visit the site and get any other information required in this connection. A Bidder shall be deemed to have full knowledge of the details of work to be executed and condition of site/store whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- 40.9** Work will be usually carried out during normal working hrs. during day time. However, in case of emergency it shall also be done during odd hrs. for that no extra payment shall be made. .
- 40.10** The bidder shall make his own arrangement for mobilization of gangs to site, including mobilization of gangs from site to site, transportation, water & detergent, petty material required for the job & drinking water, Electricity and other civil amenities and facilities for his labor/staff at his own cost. No water, electricity, T&P etc. shall be provided to the bidder.
- 40.11** Bidder shall have to arrange proper lighting arrangement at work site at his own cost wherever required.
- 40.12** Bidder shall have to carry out the work as per the instruction of Site in-charge within the prescribed time schedule. The bidder may require to work at any Site/ Sub-Station/ Transmission line and will have to arrange transportation etc. accordingly.
- 40.13** If the bidder fails to respond within a reasonable period of time to execute the work in emergency, the same shall be got done through some other agency & the extra expenditure (if any) so incurred, shall be deducted from the bills of the bidder.
- 40.14** Bidder shall be required to strictly adhere to the safety regulations & Electricity regulations/Act.
- 40.14.1** The bidder shall indemnify and be harmless to the Purchaser or to the Manager or the agents or employees from and against all labor and all claims, insurance payments suits, actions recoveries and judgments of every nature and description brought or recovered against him or the Purchaser by reason of any act or omission

of the said contract, his agents or employees in the execution of the work or the guiding of it.

40.14.2 The bidder shall also indemnify the Purchaser against payments under the workmen's compensation act which the Purchaser may suffer, sustain or be any way subjected to by reasons of injuries to the bidders or the Purchaser's 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 Purchaser the compensation and other expense paid for an injury to or death of any employee of the bidder while performing the work covered by bidder.

40.14.3 The bidder shall take out and 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/- per (1) person and Rs.2,00,000/- for each accident.
- ii. Property liability limit for each accident not less than Rs.1,00,000/-

40.14.4 The Purchaser 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.

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

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

40.14.7 The bidder must submit to the Manager the certificate in duplicate for the bidders (Indian) insurance covering such type of insurance, the bidder 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 bidder's intention to cancel such policy.

40.14.8 Bidder shall name the Purchaser in each policy in addition to self as the insured; selection of the insurance co. shall be as per Purchaser's approval.

40.15 LABOUR:

40.15.1 No labour below the age of eighteen years shall be employed on the work.

40.15.2 The employment of labour for this work as well as their welfare health (Regulation & Abolition). (Act 37) of 1970 and the Delhi bidder labour (Regulation & Abolition) rules 1972. In case of default of bidder (s) in respect of any of the said provisions on account of which the responsibility shift to the Purchaser as the Principal employer the Manager-in charge shall have the power to comply with the said provisions at the cost of the bidder (s).

40.16 The bidder should have & depute qualified, experienced and trained supervisors and other skilled laborers who can execute the work.

40.17 The bidder should possess the required T&P of standard make/quality essential for executing the work.

- 40.18 STATUTORY PERMISSION/APPROVALS:** The Bidder 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.
- 40.19** In case of transportation, bidder shall strictly observe the rules & regulations as laid down by traffic Police/State Transport Deptt. Any damage to Purchaser property/material during the course of transportation, if any, shall be recovered from the bidder's bill. Loading Capacity of the tractor/trailer must be equal to weight of equipment to be transported.
- 40.20** Bidder will make his own arrangement for watch and ward of material issued to him till material is erected & handed over if any. In case of any theft/damage to Purchaser material, entire cost of such material will be recovered from the bidder.
- 40.21** Bidder will make his own arrangement for the lodging/boarding of his labour/gang, during the execution of the work. Purchaser shall not be bound to provide place for making a camp etc.

41 HUMAN RESOURCE ISSUES:

- 41.1** The Bidder would execute these works through their own resources.
- 41.2** The Bidder 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 Bidder shall be sole responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.
- 41.3** The Bidder shall issue Identity Cards to their employees deployed for execution of the assigned works.
- 41.4** The Bidder to deploy their manpower immediately for carrying out the works as specified above.
- 41.5** The Bidder should ensure that there are no disputes regarding work, 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 Bidder's employees shall insist upon Purchaser for employment, wages, and allowances or any other related matter, payment etc.
- 41.6** The Bidder shall not deploy the manpower below the age of 18 years.
- 41.7** The Bidder shall not deploy the female manpower between 7 pm to 6 am.
- 41.8** The Bidder shall be directly responsible for any / all disputes arising between him and his persons and keep Purchaser indemnified against all losses, damages and claims arising thereof. The Bidder shall resolve any dispute of their manpower. All the legal dues of their manpower are to be paid on due date or within 8 days on the termination of manpower.
- 41.9** All safety wears required for the Bidder'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 Bidder at his own cost and he shall ensure that his employees regularly use such safety gears while executing Purchaser's work.
- 41.10** The Bidder shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by Purchaser at site. Purchaser shall be at liberty to object to the presence of any representative or employees of the Bidder at the site, if in the opinion of Purchaser such manpower has done any act of misconduct or negligence or otherwise

undesirable, then the Bidder shall remove such a person objected to and provide a competent replacement immediately.

41.11 The Bidder shall submit a list of persons engaged by him.

41.12 Purchaser reserves the right to demand the Bidder's works on holidays as well as beyond the normal working hours.

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

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

41.15 The Bidder's employees shall not be treated as Purchaser's employees / persons for any purpose whatsoever & facilities / benefits applicable to Purchaser's employees shall not be applicable to Bidder's employees. If due to any reasons whatsoever Purchaser 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 Bidder or from any of the bills payable to him or failing which it shall be recovered as per law.

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

- a) The child Labour (Prohibition and Regulation) Act, 1986. The Contract Labour (Regulation and Abolition) Act, 1970.
- b) The Employee's Pension Scheme, 1995.
- c) The Employee's Provident Funds and miscellaneous provisions Act, 1952.
- d) The Employees State Insurance Act, 1948.
- e) The Equal Remuneration Act 1976.
- f) The Industrial Disputes Act, 1947.
- g) The Maternity Benefit Act 1961.
- h) The Minimum Wages Act, 1948.
- i) The Payment of Bonus Act, 1965.
- j) The Payment of Gratuity Act, 1972.
- k) The Payment of Wages Act, 1936.
- l) The Delhi Shops & Establishment Act, 1954.
- m) The Workmen's Compensation Act, 1923.
- n) The Employer's Liability Act, 1938.

SCOPE OF WORK

Delhi Transco Limited (DTL) acquired ISO 9001:2008 original certification in the Year-2011 by the external agency, which was renewed in the Year-2014, 2017, 2020 and 2023. To maintain the organisation obligations and to improve the quality management system based on ISO9001, the ISO 9001:2008 certification was transited to ISO 9001:2015 in the Year-2018. The current ISO 9001:2015 certification is valid up-to 6th April, 2026. In order to maintain the ISO 9001:2015 obligations and to improve the system continuously, DTL intends to seek the services of external agency for continuing ISO 9001: 2015. DTL requires the re-certification audit to be conducted in Feb./March, 2026 for continuation of ISO 9001:2015 certificate with DTL without any gap. The 1st surveillance audit shall be conducted by the awarding agency within one year from the date of re-certification audit & 2nd surveillance audit shall be conducted within one year from the date of 1st surveillance audit.

The awarding agency shall undertake an independent detailed process review in all functional areas i.e. departments/sections/location as per Annexure-List of DTL Location at all sites under the scope for ISO 9001: 2015 certification. The total number of DTL employees is apprx. 1500.

The scope of awarding agency is to assess and certify that the Quality Management System complies with the requirements of ISO 9001: 2015 as per specified standard and the interpretations of the accreditation authority. The scope of works includes issue of ISO 9001:2015 version recertification to DTL.

The scope of work includes review of system documentation at auditee's premises. In order to verify conformance between the system as documented and its implementation, the certification body shall visit the locations /establishments for recertification audit and two surveillance audits of conformity for the period of three years.

The completion period shall be counted from the date of issue of work order/LOI/LOA.

Periodical annual surveillance audits of the system throughout the certificate's validity period is required to verify that the system is being maintained. Upon completion of each stage as described below, a report shall be issued by the awarded agency to the auditee - DTL.

Sr. No.	Description	Quantity
1	Re-certification Audit is required to be conducted in Feb./March, 2026. The documents will be reviewed by certifying agency that will audit the compliance for assessing the level of ISO 9001: 2015 Quality Management System standard requirements at all 51 sub-stations /locations in DTL and after completion of audit, the agency shall issue the re-certification of ISO 9001:2015 to DTL.	1
2	1st Surveillance Audit: The certifying agency will audit for assessing the maintenance of ISO 9001: 2015 Quality Management System standards at all 51 sub-stations /locations in DTL within one year from the date of re-certification audit and reissue of ISO 9001:2015 certification to DTL.	1
3	2nd Surveillance Audit: The certifying agency will audit for assessing the maintenance of ISO 9001: 2015 Quality Management System standards at all 51 sub-stations/locations in DTL within one year from the date of 1 st surveillance audit and reissue of ISO 9001:2015 certification to DTL.	1

List of DTL Locations**I. 400kV Grid Sub-Stations:**

1. Bamnauli
2. Bawana
3. Tikri Kalan(Mundka)
4. Harsh Vihar

II. 220kV Grid Sub-Stations:

- | | |
|-------------------------|--------------------------|
| 1. Gazipur | 22. Trauma Centre(AIIMS) |
| 2. Geeta Colony | 23. DSIDC Bawana |
| 3. Gopalpur | 24. SGTN |
| 4. Kashmere Gate | 25. Rohini-II |
| 5. Kanjhawala | 26. Pappan Kalan-II |
| 6. Maharani Bagh | 27. Masjid Moth |
| 7. Mehrauli | 28. Ridge Vally |
| 8. Narela | 29. Wazir Pur |
| 9. Najafgarh | 30. Peeragarhi |
| 10. Okhla | 31. Pappan Kalan-III |
| 11. Pappan Kalan-I | 32. Preet Vihar |
| 12. Patparganj | 33. R.K. Puram |
| 13. Pragati | 34. Rajghat Power House |
| 14. Rohini-I | 35. Tughlakabad |
| 15. Subji Mandi | 36. BTPS |
| 16. Sarita Vihar | |
| 17. Shalimar Bagh | |
| 18. Vasant Kunj | |
| 19. South of Wazirabad | |
| 20. DIAL | |
| 21. Electric Lane(HCML) | |

III. Other locations like office complexes(with or without sub-stations):

- | | | |
|----------------|-----------------|------------------|
| 1. Gopalpur | 6. Rajghat | 11. Indraprastha |
| 2. I.P. Estate | 7. Shakti Sadan | |
| 3. Jhandewalan | 8. Lodhi Road | |
| 4. Minto Road | 9. Naraina | |
| 5. New Kilokri | 10. Park Street | |

IN CASE OF ANY REPETITION / AMBIGUITY IN ANY CLAUSES OF NIT, THE CLAUSE AS PER INSTANT SPECIAL TERMS & CONDITIONS OF CONTRACT SHALL PREVAIL.

ANNEXURE-I
PROFORMA OF BANK GUARANTEE FOR EMD/BID SECURITY

Ref ... Bank Guarantee
 No.....
 Date
 To

Dear Sir,

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 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 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.....

Designation with Bank (Scheduled) Stamp

Name: _____
 Phone No. _____
 Domain e-mail Id _____
 Official address _____

	WITNESS 1	WITNESS 2
Signature		
Name		
Address		

ANNEXURE-II
PROFORMA OF CONTRACT AGREEMENT
(To be executed on non-judicial stamp paper)

This agreement made on datedbetween DELHI TRANSCO LIMITED having its registered office at Shakti Sadan, Kotla Road, New Delhi-110 002 (hereinafter referred to a 'Purchaser' or Purchaser 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 'Bidder' which expression shall include its administrators, successors, executors and permitted assigns) on the other part.

WHEREAS Purchaser 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 Purchaser accepted their aforesaid proposal and awarded the contract to M/s On terms and conditions contained in its LOA/LOI Nodated 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

Purchaser has awarded the contract to M/s. for the work of “.....” on the terms and conditions contained in its LOA/LOI No. dated 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 a 'Contract Documents').

(i) Purchaser'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) Purchaser 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 Purchaser in its letter of Award. Any matter inconsistent therewith contrary or repugnant thereto or any deviations taken by the bidder in its 'Proposal' but not agreed to specifically by the Purchaser in the its letter of award shall be deemed to have been withdrawn by the bidder. For the sake of brevity, this agreement along with its aforesaid contract documents shall be referred to as the 'Agreement'.

3.0 CONDITIONS OF COVENANTS

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

3.2 The scope of work shall also include subjected workand 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 Bidder that this contract on single source responsibility basis and the Bidder is bound to perform the total Contract in its entirety 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 bidder guarantees that, the bidder shall meet the work parameters, as stipulated in the Technical Specifications and in the event of any deficiencies the Purchaser may at its option reject it.

3.6 It is further agreed by the bidder that the security deposit shall in no way construed to limit or restrict the Purchaser'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 bidder is irrevocable and un-conditional and the Purchaser shall have the powers to invoke it notwithstanding any dispute or difference between the Purchaser and the bidder 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 Any controversy, dispute, or claim of any nature arising out of, in connection with, or in relation to the interpretation, performance, enforcement or breach of this Contract/Agreement (and any closing document executed in connection herewith), including any claim based on contract, tort or statute, shall be resolved before the Commercial Courts as per Commercial Courts Act, 2015 The Agreement shall be subject to jurisdiction of the courts at New Delhi.

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 hereinabove.

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.

(PURCHASER)
(BIDDER)

WITNESS

1.

2.....

ANNEXURE-III
PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with stamp act.)

Bank Guarantee No.....

Date

To,

Manager (T)

Delhi Transco Limited

- 1) In consideration of the Delhi Transco Limited (hereinafter called "The Undertaking") having agreed to accept from M/s..... (hereinafter called the said contractor(s) from the demand, under the terms & conditions of an agreement dated..... between Delhi Transco Limited & M/s..... for supply of Nos..... in respect of P.O. No..... dated..... (hereinafter called the agreement) security deposit for the due fulfillment of the said contract of the terms & conditions contained in the said agreement on production of Bank Guarantee for Rs..... (Rupees.....). We **Name of Bank with address** (hereinafter referred to as "The Bank") do hereby undertake to pay to the undertaking amount not exceeding Rs..... (Rupees.....) against any loss or damage caused to or suffered or would be caused to the said contractor of any of the terms & conditions in the said agreement. As such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restrict to an amount not exceeding Rs..... (Rupees.....).
- 2) We **(Name of Bank with address)** do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand for the undertaking stating that the amount claimed due by a way of loss or damage caused to or would be caused to suffered by the undertaking by reason of any breach, by the said contractor(s) or any of the terms & conditions contained in the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....).
- 3) We **(Name of Bank with address)**, further agree that the guarantee herein contained shall remain I full force and effect during the period that would be taken for performance of the said agreement and that it shall continue to be enforceable till all the dues of the undertaking by virtue of the said agreement have been fully paid and its claims satisfied or discharged of till **(Date of validity)** the undertaking certified that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly guarantee is made on us in writing on or before the **(Date of validity)**.

- 4) We **(Name of Bank with address)**, further agree with the undertaking that the undertaking shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the agreement or to enforce any of the performance by the said contractor and to forebear or enforce any of the terms & conditions relating to the said or any such variation, or extension being warrantee to the said contract(s) for any forbearance, act or omission on the part of the undertaking or any indulgence by the Undertaking to the 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, **(Name of Bank with address)**, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Undertaking in writing and to extend the period of guarantee, if required for any reason.
- 6) “Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs..... (Rupees.....) and the guarantee shall remain in force up to **(date of validity)** unless a demand or claim in writing is presented on the bank within **(date of validity)**. The Bank shall be relieved and discharged from all liabilities there under”

Dated the..... Day of200

For (Name of Bank)

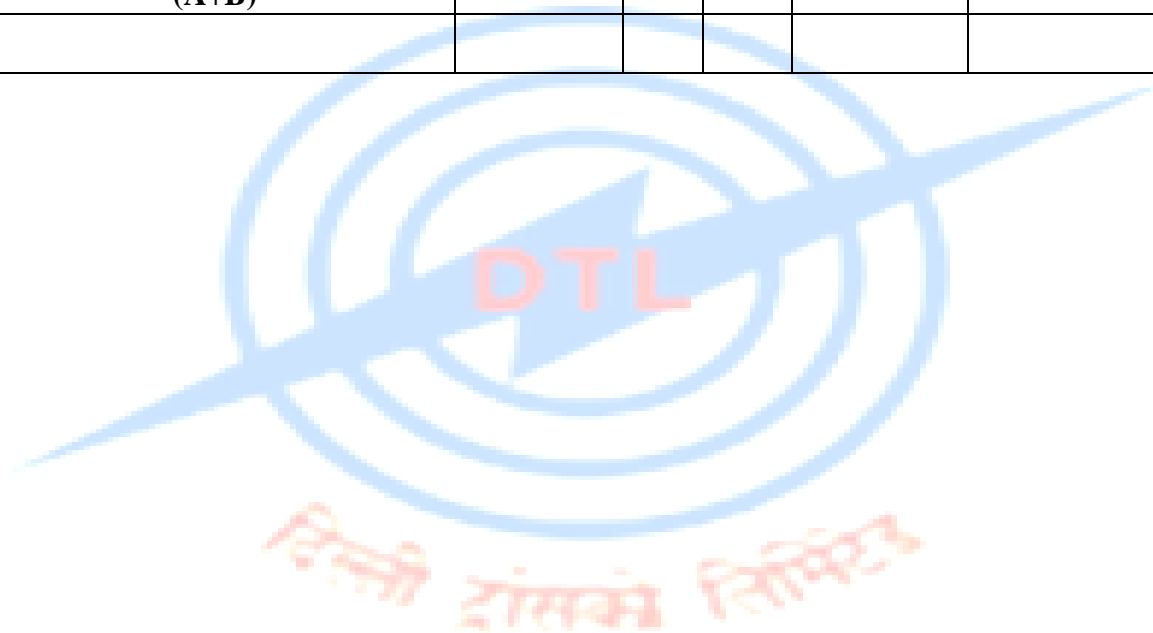
(BRANCH MANAGER)

WITNESS

1.....

ANNEXURE-IV
BOQ

S. No	Material offered / Service Offered	HSN/SAC	Qty	Unit	Unit Rate	Amount
1	ISO Recertification	998311	1	EA		
2	1 st Surveillance Audit	998311	1	EA		
3	2 nd Surveillance Audit	998311	1	EA		
A. Total amount						
GST @ ____						
Grand Total inclusive of GST (A+B)						



ANNEXURE-V
WORK DONE REPORT**Work Done Report.**

Work start date	
Completion Date:	
Name of DTL location	

Details of work executed as per Scope of Work :

Sr. No.	Date	Detail of the work done as per Scope of Work

On behalf of DTL**Authorized Signatory of Contractor**

Note: The duly verified work done report is required to be submitted by the contractor along with the bills.

ANNEXURE –VI**UNDERTAKING FOR CORRUPT & FRAUDULENT PRACTICE**

We declare that all the documents submitted or would be submitted by us in this tender are/would be genuine, and in case any discrepancy is found in the declaration/documents submitted by us at any stage, action can be taken against us as deemed fit by DTL.

We further declare that in the submission of this tender no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount.

We acknowledge the right of the Employer, if he finds to the contrary, to declare, our Tender to be non-compliant and if the contract has been awarded to declare the contract null and void.



STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

