BIDDING DOCUMENT

(NIT NO. TSGP-02/ 2016-17)

FOR

Conducting foot survey, designing the system, supply of material and erection for conversion of existing 11 kV and LT overhead distribution system into 100% redundant underground system in Ring main configuration and installation of 11/0.433 kV Distribution Transformer (conventional and package type) and SCADA enabling equipments such as RMU with inbuilt FRTU and FPI, optical fibre cable, LT feeder panel, street light alongwith the associated civil works, dismantlement of existing HT/ LT system, integration with existing systems, complete testing and commissioning, alongwith the support services including operation and maintenance of the system so installed for a period of 5 years after the commissioning of entire project- in the area of DLF operation sub-division, DHBVN, Gurgaon, under the jurisdiction of DHBVN.

(On turnkey basis)

VOLUME-I

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SECTION – I

INVITATION FOR BID

(IFB)
DAKSHIN HARYANA BIJLI VITRAN NIGAM

NOTICE INVITING TENDERS

NIT No: TSGP-02/2016-17

E-tenders are invited in two parts (Part I Technical Bid & Part-II Price Bid), by Chief Engineer/Smart City Project, DHBVN, Gurgaon on behalf of Dakshin Haryana Bijli Vitrans Nigam (DHBVN) from the approved & experienced firms having experience of carrying out such type of projects on turnkey basis & fulfilling the qualifying requirement as prescribed in tender document by the date indicated below.

Description of the work: Conducting foot survey, designing the system, supply of material and erection for conversion of existing 11 kV and LT overhead distribution system into 100% redundant underground system in Ring main configuration and installation of 11/0.433 kV Distribution Transformer (conventional and package type) and SCADA enabling equipments such as RMU with inbuilt FRTU and FPI, optical fibre cable, LT feeder panel, street light alongwith the associated civil works dismantlement of existing HT/ LT system, integration with existing systems, complete testing and commissioning, alongwith the support services including operation and maintenance of the system so installed for a period of 5 years after the commissioning of entire project- in the area of DLF operation sub-division, DHBVN, Gurgaon, under the jurisdiction of DHBVN, under the jurisdiction of DHBVN on turnkey basis in Haryana State against tender enquiry no. TSGP-02/2016-17

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<th>Expiry Date and time</th>
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<tr>
<td>1</td>
<td>Downloading of tender documents and Bid preparation and submission</td>
<td>15.04.2016 (11.00 AM)</td>
<td>06.06.2016 (11.00AM)</td>
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<td>2</td>
<td>Part-I (Technical Bid) opening</td>
<td>06.06.2016 (03.00PM)</td>
<td>Will be intimated to the firms on their E-mail</td>
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<td>Short listing of technical bids and opening of Part-II (Price Bid)</td>
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<tr>
<th>A</th>
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<td>B</td>
<td>MODE OF TENDER</td>
<td>E - tendering (Online Part I – Techno-commercial Bid and Part-II – Price Bid) through the website <a href="https://haryanaeprocurement.gov.in">https://haryanaeprocurement.gov.in</a> of M/s Nextenders India Pvt Ltd., Panchkula</td>
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<td>C</td>
<td>E-Tender No.</td>
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1. The Tender Documents fee (Rs. 4000 /- Non-refundable) and E-Service fees (Rs. 1000 /-Non-refundable) will be paid online.

2. **The pre-Bid meeting shall be held on 06.05.2016 at 11.00 AM at Hetri House, IDC, DHBVN, Gurgaon. The bidders may attend the same through their authorized representatives only.**

3. Part-I of the e-tenders against the above Tender Enquiry will be opened in the office of the Chief Engineer/Smart City Project, 1st floor, Udyog Minar, Udyog Vihar, Phase-V, DHBVN, Gurgaon, as per schedule above.

4. The bidder shall upload the colour scanned copy of the DD/ Bank Guarantee of requisite amount towards EMD as given above, while submitting their bids online. The bidder shall have to submit the original DD / bank Guarantee towards EMD in the office of Chief Engineer/ Smart City Project, DHBVN, Gurgaon before due date and time of submission of bids as specified above, failing which their bids will not be considered and will be rejected straight away. The original DD / BG should be submitted in accordance with the clause 15.2 of Section-II (Instruction to Bidders) of Vol. I of bid document.

5. DHBVN reserves the right to reject one or all of the tenders received, without assigning any reason.

6. The tender documents having detailed terms and conditions can be downloaded from the website [https://www.haryanaeprocurement.gov.in](https://www.haryanaeprocurement.gov.in) from 15.04.2016 (11.00 AM) onwards. The e-tenders shall be received through website only. All interested firms / contractors are requested to get themselves registered as vendors with the said website for submitting their bids. For any assistance, please contact, Mr. Lalit Saini (09034357793) or Toll free no. 1800-180-2097 of M/s NexTenders (India) Pvt. Ltd., Panchkula. The bidders shall deposit one set of hard copy of the technical bid duly stamped & signed. The price bid is to be submitted on-line only. The Price bid in hand / paper form shall not to be accepted / entertained.

7. Corrigendum, if any would be published online on the website.

**Chief Engineer/ Smart City Project,**
**DHBVN, Gurgaon**
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<tr>
<td>1.</td>
<td>Tenderer must carefully study the technical specifications and general terms and conditions before preparation of tender. All terms and conditions of NIT and Corrigendum (if any) shall be applicable.</td>
<td>Agree</td>
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<td>2.</td>
<td>Tenders cannot be submitted after the scheduled close date and time of bidding. Bids shall have to be submitted online only.</td>
<td>Agree</td>
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<td>3.</td>
<td>The tenders not meeting the requirement of pre-qualification conditions, necessary terms and conditions of the NIT and Nigam’s technical specifications shall be rejected.</td>
<td>Agree</td>
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<td>4.</td>
<td>All the tenders must be accompanied by tender cost, e-service fee and earnest money through online mode as per requirement of webportal.</td>
<td>Agree</td>
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<td>5.</td>
<td>The Bids should remain valid for 120 days from the date of opening of Part-II (i.e. Price bid)</td>
<td>Agree</td>
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<td>6.</td>
<td>The Bidder shall submit only one tender by himself, against the NIT. A tenderer who submits more than one tender against the NIT will be disqualified.</td>
<td>Agree</td>
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<tr>
<td>7.</td>
<td>The prices quoted shall be <strong>FIRM except HT/LT XLPE Cables and Distribution Transformers only</strong>. The price variation shall be allowed on cable as per IEEMA circulars with base date of 01.03.2016, but within the scheduled completion period only. The variable price as per IEEMA formula with maximum +10% ceiling, but on, negative side it will be up to any extent as applicable one month prior to date of delivery.</td>
<td>Agree</td>
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<tr>
<td>8.</td>
<td>Memorandum of article and memorandum of association, partnership deed in case of private limited, public limited or partnership firms as the case may be shall be <strong>uploaded online and attached</strong> with the tender.</td>
<td>Agree</td>
</tr>
<tr>
<td>9.</td>
<td>The tender shall give details of immovable property i.e. land, building, machinery exact location of their property and copy of constitutions / balance sheet of last 3 financial year along with the tender. <strong>The documents for the same shall be uploaded online.</strong></td>
<td>Agree</td>
</tr>
<tr>
<td>10.</td>
<td>Bidder shall have to submit their offer in an ambiguous free wording, failing which DHBVN interpretation will be final.</td>
<td>Agree</td>
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<tr>
<td>11.</td>
<td>The successful bidder shall submit the bank guarantee equivalent to 10% of the contract value (excluding the support services including O&amp;M period) or required value and 10% of the cost of support services (including O&amp;M) as per NIT provision within 30 days of issue of LOI/ Commissioning of the project, as the case may be. <strong>(As per attached Performa).</strong></td>
<td>Agree</td>
</tr>
<tr>
<td>12.</td>
<td>The revision of price bid after opening of part-I i.e. technical and commercial part of the tender is not allowed. In case of withdrawing the same within the validity period, the EMD amount submitted by the bidder shall be forfeited.</td>
<td>Agree</td>
</tr>
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13. The bidder shall follow the statutory provisions of the contract labour (Regulation and abolition) Act, 1970 and its amendments in conjunction with the regulations provided herein.

14. **Terms of Payment:**

   - The payment shall be made on 30th day of submission of the bill and requisite documents to the executing office by the contractor after attending the discrepancies / shortcomings, if any, pointed out by the Engineer-in-charge/Executing office. All payments shall be made by the purchaser or his authorized agent to the supplier in rupees in India. Further a rebate of 0.35 percent per week or part thereof shall be availed of by the purchase, if payment is made earlier than the period specified.

15. In case the performance bank guarantee or DD in lieu of performance security is not submitted within 45 days from the date of issue of LOI the Nigam reserve the right to cancel the LOI and forfeit the EMD & blacklisting the firm for three years.

16. Bank Guarantee submitted by the tenderer/ contractor as performance security shall be got verified from the concerned bank by the Nigam and thereafter payment if, any shall be released.

17. EMD is liable to be forfeited in case of evidence of cartel formation by the bidder (s) and Penal action shall be taken against the firm.

18. The Nigam reserves to right to reject any or all the tenders received without assigning any reason.

19. The firm failing to accept the LOI / work order after having made commitments before HPPC, shall be blacklisted from doing business with Nigam and earnest money (EMD) of the firm shall be forfeited.

20. Inspection: The Inspection of material before dispatch shall be carried out by third party /Nigam’s own officers etc. The contractor shall be responsible to pay penalty of Rs 20,000/- for each occasion at which the fake inspection call has been made or the material is rejected during testing / inspection by the authorized agency/representative of the Nigam. This penalty would be in addition to the expenses incurred by the Nigam in deputing the Inspecting Officer for carrying out such inspection.

**Inspection charges:**

   - It will be the responsibility of contractor to arrange the following:
     
     a) To arrange the return Taxi/ Air travel at the contractors cost for the engineers/ officers deputed for carrying out the inspection of the material.
     
     b) To arrange the minimum 3 star accommodation at the contractors cost for the boarding/ lodging and meals thereof for the engineers/ officers deputed for carrying out the inspection of the material.
     
     c) To depute his authorized representative to associate during the inspection of the material.

   - In case of fake call or rejection of material or any other cause, the Nigam is not liable for reimbursement of the expenditure so incurred by the contractor. Further the penalties as applicable for fake call/ rejection of material etc as admissible shall be charged on the contractor.
22. **Warranty**: The warranty of equipments shall be for the period as per provisions made in the Technical Specifications of the Nigam from date of commissioning or **60 (sixty) months from** the date of commissioning of the entire project, whichever is more. In case the warranty of an equipment is not specified then in that case the warranty of that item shall be **60 (sixty) months from** the date of commissioning of the entire project. The manufacturers of these materials should not be blacklisted by any SEB / Utility of any State of India. In case, it is found that the material supplied is from any blacklisting firm the same shall be out rightly rejected and the firm shall be liable to arrange the same at shortest period of time without any relaxation of extension in completion time.

23. Within fifteen (15) days of the work order, successful Bidder shall sign the Contract and return it to the Owner / Employer. In case the successful bidder fails to submit the Contract Agreements duly signed within 15 days from the date of issue of detailed contract, the payment will not be released till the bidder submits the Contract agreements and penalty @ 0.25% per week or a part thereof shall be deducted from their bill subject to maximum 1% of Contract value.

24. **Pre-Qualification Requirement.**

   Indian bidder/ firm: The prospective bidder must be a company registered in India with principal place of business in India and should be a reputed Infrastructure contractor who regularly undertakes electrical turnkey projects and has adequate technical knowledge and practical experience OR an existing Indian power utility/ distribution franchisee who is in the business of transmission / sale of electricity in India.

   Foreign firm: A foreign firm which wishes to participate in the bid should have an established base in India. The firm can only participate in the tender by entering into Joint Venture with an Indian firm as a partner and not as lead partner. The foreign firm should also be a company and should have successfully executed distribution/ transmission turnkey projects in India during the last three years either individually or in Joint venture with an Indian firm. The foreign Bidder must have its registered office (Under the companies Act 1956 with Registrar of Companies) in India.

25. 2.1 **Technical:**

   It is the intent of this tender to invite those turnkey contractors who have a proven record of excellence in the execution of large projects. The bidder who wishes to participate in this tender should have executed and successfully commissioned, on turnkey basis:-

   a) Atleast one single project of power distribution/ transmission network work, having the contract value equal to atleast 80% of the estimated cost of this tender, during the last three (3) completed financial years as on the date of bid opening.
b) Atleast two projects of power distribution/ transmission network work, each having the contract value equal to atleast 50% of the estimated cost of this tender, during the last four (4) completed financial years as on the date of bid opening.

OR

c) Atleast three projects of power distribution/ transmission network work, each having the contract value equal to atleast 40% of the estimated cost of this tender, during the last five (5) completed financial years as on the date of bid opening.

26. 2.2 Financial Criteria: For the purpose of particular Bid, Bidder shall fulfill the following minimum criteria:-

a) **MAAT:** The Minimum Average Annual Turnover during the last 3 (three) completed financial years, as on the date of opening of part-1 of NIT, should be at least 1.5 times the estimated value of the project, given in the NIT. For an existing Indian power utility, the revenue of the utility shall be considered towards the financial criteria in place of the Minimum Average Annual Turnover described above.

b) **Liquid Assets:** The Bidder shall have Liquid Assets (LA) and / or evidence of access to or availability of credit facilities extended by any Indian scheduled bank, for an amount NOT less than 25% value of the project cost of NIT. The documents to be submitted in support of LA should not be older than one month as on the scheduled date of Bid opening. LA will be calculated on the basis of latest audited balance sheets (CA audited/certified as per note below) and unutilized balance of Letter of Credit (fund base only) and Cash Credit limits (fund base only) will be considered for which the documents to be provided should not be older than one month as on the scheduled date of Bid opening and bidder will also enclose the complete sanction order of the limits issued by the bank. The Bank Guarantees will not be considered.

c) **Net Worth:** The net worth of the bidder for each of last three (3) completed financial years should be positive and the Bid with negative net-worth would be considered non-responsive and shall not be eligible for participation in the tender.

Note: In case the last FY happens to have completed before 3
months of the date of opening of part-I of bid, then in that case the provisional balance sheet duly certified by CA shall be considered. However, in case the date of part-I of bid is after the completion of 3 months of new FY, then in that case the balance sheet duly audited by CA shall be considered.

27. **2.3 Joint Venture Criteria:**

Bids may be submitted by the individual firms or joint venture firms maximum upto total three partners (having one partner as lead partner)

In joint venture, one of the Partners shall be nominated as the lead partner, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.

In case bid is submitted in Joint venture all the partners shall collectively meet minimum 100% of technical and financial qualification criteria. However each partner shall also meet the technical and financial criteria as given under:

**Technical:** In case of Joint Venture of two firms, EITHER each of the partners should have executed atleast one project having the contract value equal to atleast 50% of the estimated project cost, as given in clause 2.1 (b), above OR total three projects each of 40% value of the project estimated cost as mentioned in cl. 2.1(c) out of which one partner should have executed at least one project of this value.

In case of three JV partners each of the JV partners should have executed atleast one project having the contract value equal to atleast 40% of the estimated cost of project as mentioned in the clause 2.1 (c).

**Financial:**

In case of Joint venture of two firms, the lead partner shall meet minimum 60% of financial criteria and the other firm shall meet the minimum 40% financial criteria, as mentioned in cl 2.2 a & b above.

In case of joint venture of three firms the lead partner shall meet minimum 50% of financial criteria and the other two firms shall jointly meet the minimum 50% financial criteria, as mentioned in cl 2.2 a & b above.
The individual net worth of all the joint venture partners shall be positive for each of the last three completed financial years as per cl. 2.2 (c) mentioned above.

Any firm can participate either individually or as a joint venture partner firm. The firm who is bidding individually is not allowed to participate as a joint venture partner or vice versa. In such case all the bids in which the firm has participated will be disqualified.

If a firm enters into two or more joint ventures with different set of partners than all the bids submitted by that firm either individually or in joint venture shall be disqualified.

28. **Performance Criteria:**

   The firm /bidders should have completed all the turnkey works in the utility issued on or before 31.12.2011 by DHBVN.

   *(Upload the relevant document for above)*

29. In case of bid submitted by any foreign bidder, the following mandatory requirements need to be fulfilled:

   1. English translation of foreign language documents to be provided duly translated from a certified Indian translator.
   2. The bidder must provide the copy of proof that the translator is a certified translator.
   3. Such translated documents need to be submitted after due certification by the translator and duly countersigned by the Lead bidder.
   4. For all intents and purposes, the English translation of the foreign language shall prevail.

   *(As per attached performa).*

   *(Upload the relevant document for above)*

30. **Blacklisting:** Only those firms who have not been blacklisted by DHBVN / UHBVN or any State / Central Govt. or any of its agency on the date of issuance of NIT shall be entitled to submit the tenders. The firm shall submit an affidavit of non-blacklisting on the non-judicial stamp paper of the appropriate value attested by Notary public.

   *(As per attached performa).*

   *(Upload the relevant document for above)*

31. **Electrical contractor license:**

   The bidder shall have the valid license for carrying out 11 kV or above voltage works from the Chief Electrical Inspector (CEI) of any state in India. However, before starting the work, he shall seek CEI Haryana license also.

   *(Upload the relevant document for above)*

32. **Technical specifications:** The technical specifications which are not included / given in the tender documents, latest REC Standards and relevant ISS will be followed.

   *(Upload the relevant document for above)*

   *(Agree)*
| 32 | I / We agree to & abide by all the terms and conditions of provision of Nigam’s documents related to the NIT no. TSGP-02/2016-17. | Agree |
| 33 | **Upload the following documents:** | |
| 33 | I will supply the copies of original documents defining the constitution or legal status, place of registration and principal place of business, written power of attorney of the signatory of the Bidder to commit the Bid is to be submitted. **(Upload the relevant document)** | Agree |
| 34 | I will supply the details of key personnel to be deployed for the project execution. **(Upload the relevant document)** | Agree |
| 35 | I will supply the reports on the financial standing of the Bidder including profit and loss statements, balance sheets and auditors reports of the past three years and an estimated financial projection for the next two years. **(Upload relevant document).** | Agree |
| 36 | I declare that I will supply the information regarding any litigation, current or during the last two years, in which the Bidder is involved, the parties concerned and disputed amount **(Upload relevant document).** | Agree |
| 37 | I will propose the execution methodology and program of construction including PERT Chart. **(Upload relevant document).** | Agree |
| 38 | **Ownership Change:**  
I am financially sound and will not be anticipating any ownership change during the period from Bid submission to two years after commercial operation defined as successful completion of commissioning of the distribution lines / work and acceptance of the same by the Employer. However, in case the firm is anticipating any such ownership change/take over at any stage of the entire bid process and during the execution of contract, they shall seek prior approval from the Employer well in time. **(Upload Undertaking).** | Agree |
<p>| 39 | I will supply the Tech. &amp; Commercial Deviation <strong>(Upload the relevant document on prescribed performa).</strong> | Agree |
| 40 | I will supply the Performa of letter of undertaking on NJSP duly attested by notary public. <strong>(Upload the relevant document as per attached performa).</strong> | Agree |
| 41 | I declare to supply the material from the Nigam’s empanelled firms / manufacturers. <strong>(Upload Undertaking).</strong> | Agree |
| 42 | I declare to supply the material as per the Nigam's specifications and relevant ISS. <strong>(Upload Undertaking).</strong> | Agree |
| 43 | The “Important Notes” provided after clause no. 1 of ITB shall be accepted and followed by the bidder / successful contractor. | Agree |</p>
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INSTRUCTIONS TO BIDDERS

1. **SCOPE OF BID**

1.1. Dakshin Haryana Bijli Vitran Nigam, Hisar, here-in-after called “The Employer” wishes to receive Bids through Chief Engineer/ Smart City Project, DHBVN, Gurgaon for Conducting foot survey, designing the system, supply of material and erection for conversion of existing 11 kV and LT overhead distribution system into 100% redundant underground system in Ring main configuration and installation of 11/ 0.433 kV Distribution Transformer (conventional and package type) and SCADA enabling equipments such as RMU with inbuilt FRTU and FPI, optical fibre cable, LT feeder panel, street light alongwith the associated civil works, shifting of existing meters to new locations dismantlement of existing HT/ LT system including street light, integration with existing systems, complete testing and commissioning, alongwith the support services including operation and maintenance of the system so installed for a period of 5 years after the commissioning of entire project – in the area of DLF operation sub-division, DHBVN, Gurgaon, under the jurisdiction of DHBVN, against the tender enquiry no. TSGP – 02/ 2016-17, on turnkey basis as per the following scope:

1. **Area Coverage:** The area under the DLF operation sub-division, DHBVN, Gurgaon is covered which is falling on the left side of the Delhi –Jaipur Highway and extends from Toll at Ambience mall to IFFCO chowk and comprise of DLF Phase I to V; HUDA Sector -27, 28, 42 & 43; Sushant lok phase I; Chakarpur village; Nathupur village; Sikanderpur village; MG Road, Cybercity and in-between and adjoining areas under the jurisdiction of DLF Operation subdivision area.

2. **Estimated cost of the project:** Rs 504.43 Crores.
3. **Scope Parameters:**

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Item Description</th>
<th>Size / configuration</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Length of 11 kV underground cable to be laid</td>
<td>3CX400 mm²</td>
<td>265 kM</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3CX300 mm²</td>
<td>8.5 kM</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3CX120 mm²</td>
<td>8.5 kM</td>
</tr>
<tr>
<td>2</td>
<td>Length of OFC cable to be laid underground</td>
<td>48 fibre</td>
<td>259 kM</td>
</tr>
<tr>
<td>3</td>
<td>No of 11/ 0.433 kV DTs</td>
<td>1000 kVA</td>
<td>87 nos</td>
</tr>
<tr>
<td></td>
<td></td>
<td>630 kVA</td>
<td>139 nos</td>
</tr>
<tr>
<td>4</td>
<td>No of RMUs</td>
<td>3 way</td>
<td>418 nos</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4 way</td>
<td>83 nos</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5 way</td>
<td>17 nos</td>
</tr>
<tr>
<td>5</td>
<td>LT feeder panel</td>
<td>Type A</td>
<td>239 nos</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Type B</td>
<td>138 nos</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Type C</td>
<td>27 nos</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Type D</td>
<td>4615 nos</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Type E</td>
<td>2432 nos</td>
</tr>
<tr>
<td>6</td>
<td>LT Cable</td>
<td>Various sizes</td>
<td>2000 kM</td>
</tr>
<tr>
<td>7</td>
<td>Dismantlement</td>
<td>As per tender document</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Street light</td>
<td>As per tender document</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Civil</td>
<td>As per tender document</td>
<td></td>
</tr>
</tbody>
</table>

4. **Scope Activities:**

The scope of work shall include foot survey, complete engineering and system design, manufacture, testing and supply of all the required material on FOR destination/Site basis including transportation, insurance, storage, trench digging, trenchless boring, erection, testing and commissioning of new 11 kV and LT lines with underground cables, DTs, Packaged DT substations, underground DTs, DTs with double-decker arrangement, Ring Main units with inbuilt FRTUs/ FPIs, LT feeder panels with DT meter, Optical Fibre Cable, Street light control panels, poles with arms and LED lights and underground street light cables, shifting of existing meters to new locations and other related activities under the jurisdiction of DHBVN on turnkey basis. 140 nos 1000/630/400 kVA
existing Distribution Transformers already installed at site will be used in the system. The new RMUs, LT panels and fencing will be installed on these DTs & the quantity of the same has been taken in the BOQ. The supply items shall include all the items as per Schedule of prices. The quantity of material requiring dismantlement has been provided in the tender documents and which shall be dismantled by the contractor by dismantling the material Section wise i.e. from dead end pole to next dead end pole with proper accounting and returned to Nigam’s stores. Shorter lengths/quantity of dismantled ACSR/ material without any valid technical reason shall not be accepted. The contractor will complete all the required work under the scope. Any electrical/ communication item which is not mentioned in the tender documents and required for the faithful completion of the project shall be in the scope of contractor for which no extra payment is allowed. For civil works if any other item required to complete the work shall be paid as per the Haryana Schedule (HSR) Rates plus current premium applicable at the time of tender +/- % over/ below the estimated rates as per letter of award.

The contractor will intimate in writing to CE/Smart City Project, Gurgaon regarding when he is starting the work under the project. Under no circumstances will the contractor undertake the work of smart grid project without the prior intimation to the CE/Smart city project and subsequent permission.

Charges to be paid to the Railways, Forest Deptt or any other Govt./ Statutory bodies will be borne by the Nigam on actual basis. Initially the requisite charges are to be deposited by the turnkey contractor with the concerned department. However the same shall be reimbursed to the contractor on production of proof of depositing this amount after completing the work for which amount is paid. However, the CEI charges
shall be borne by the bidders; no reimbursement in this regard shall be entertained.

**Note:** The details of proposed electrical network infrastructure are enclosed separately for reference of the bidder. It is clarified that the project execution cost includes the cost of all labour work, erection, all types of testing and commissioning as well as cost of dismantlement of material, besides the other activities listed as under.

The following shall be also be in the scope of the contractor.

1. Foot survey and network designing of the system.
2. Laying of 11 kV and LT underground Power cables through trenchless boring/ manual digging.
3. Laying of Optical Fibre Cables to establish communication network for SCADA communication.
4. Erection of 11/ 0.433 kV DT substations (conventional and package type) and LT feeder panel.
5. Erection of SCADA enabler equipments RMUs, FRTU, FPIs etc.
6. Erection of street lights.
7. Associated Civil works.
8. Dismantlement of Existing 11 kV including DTs, LT overhead system and the street lights (selected).
9. Restorarion
10. Integration with DHBVN R-APDRP system.
11. Support services (including Operation and Maintenance) for 5 years after commissioning of entire project.
12. Integration with future AMI (mandatory in the scope of contractor but not linked with the execution schedule of the project work up to the time of support services period).
13. Connectivity of optic fibre cable with proposed electrical infrastructure system i.e. SCADA compatible electrical equipments.
14. Documentation
15. Miscellaneous

1. **Foot survey and network designing of the system:**
   - After award of the contract to the successful bidder, the proposed network sketches will be provided by DHBVN for reference only.
   - In the sketches the locations of the proposed 11/0.433 kV DTs alongwith the RMUs, FRTUs, LT feeder panel, the proposed route to be taken for laying of the under-ground cable alongwith OFC has been marked.
   - The contractor shall survey the area taking the sketches provided as a reference. The mapped details of the underground utilities such as water, sewerage, telecom etc may also be provided to the contractor for reference however the contractor shall have to prepare afresh/update the same by carrying out the mapping of the existing underground utilities by GPS and GPR (Ground Penetrating Radar) equipments to avoid the damage to any utility at the time of execution.
   - The network analysis and load flow studies of the proposed network shall be carried out by the contractor by using software tools and any modifications required on account of the same shall be incorporated after obtaining due approval from the Engineer in Charge of the project.
   - The contractor shall carry out the foot survey within 3 (three) months from the issue of letter of award under the supervision of the Nigam’s representatives and shall after conducting the foot survey submit four sets of sketches of the existing and proposed system with proper legends alongwith the proposed Bill of Quantity viz z viz the work order quantity, PERT chart, methodology – all complete in every respect - for approval by the Nigam. The details regarding the cables type and size, the DTs capacity and type etc shall be shown in the same. The foot survey and the Bill of Quantity and PERT Chart, methodology shall be approved by the Whole Time Directors of the Nigam and one set of approved sketches, Bill of Quantity and PERT chart shall be provided to the contractor.
• In case of delay in submission of the sketches, Bill of Quantity and PERT chart, methodology – complete in all respects – penalty @ 0.5% per week or part thereof shall be deducted from the contractor’s bills subject to maximum of 2% of the contract value. This will be in addition to any other penalties mentioned in this tender document.

2. **Laying of 11 kV and LT underground cables power system:**
   • As per the approved foot survey, the cable shall be laid under ground by the contractor.
   • The laying of the cable shall be carried out in accordance with the **IS 1255 (1983): Code of practice for installation and maintenance of power cables up to and including 33 kV rating** and **IS 3043 – Code of Practice for earthing and Nigam’s latest instructions available on the website www.dhbvn.org.in**.
   • Wherever possible multiple 11 kV cables, optical fiber cables and the LT cables on the same route shall be laid together in different combinations with adequate clearances as per IE Rules and IE Act and other prevalent standards of safety.
   • The laying of cables shall normally be done direct in ground through manual digging or through trenchless boring by using HDPE pipes. However in exceptional circumstances the cables may have to be laid in covered trenches or in racks fixed to the walls or supported from the ceilings. The scope shall cover supply of all the material as per the BOQ, erection equipments, labour and all the other items required for the laying of the power cables. The cable route markers, at a maximum distance of 200 mtrs, and danger boards shall be provided for the information of all concerned and for their safety. Any additional requirement in terms of safety perspective shall be provided by the contractor without any extra cost. It is the responsibility of the contractor to maintain the required statutory clearances from other utility services. Any damage caused to any utility services/ human life / public property etc shall be the sole responsibility of the contractor.
• The contractor will lay the underground power cable in such a fashion that no straight through joints are required and only end terminations joints are required, however in exceptional circumstances straight through joints may be allowed by Engineer in charge, for which the contractor has to bear the cost of straight through joints.

• The methodology of laying shall be documented in details and shall be got approved from the Engineer in charge of the project.

3. Laying of Optical Fibre Cables to establish communication network for SCADA communication:

• The Optical Fibre Cable is to be laid adjacent to the 11 kV cables to be laid in the same manner by which power cable is being laid. However a hybrid kind of laying may be used wherever required. The OFC is required for the SCADA communication between the equipments and the SCADA control room.

• The standards of laying of the OFC are provided, but in case the prevailing best practices are available then, after obtaining approval of the methodology by the Engineer in charge, then the same shall be adopted at no extra cost.

4. Erection of 11/ 0.433 kV DT substations (conventional and package type) and LT feeder panel:

• The contractor shall supply and erect the Distribution Transformers strictly in accordance with the finalized and approved locations as per the foot survey. In case any change is required due to ROW problems, alternate feasible nearby location shall be worked out and got approved from by the Nigam.

• The RMUs with inbuilt FRTU and FPIs, LT feeder panel etc shall be installed by the contractor at the DT locations. Requisite clearances shall be maintained by the contractor as per the existing provisions of IE Rules and IE Act.

• The installation of the DTs, RMUs, LT panels etc may be over the ground on the plinths or underground or in double-decker arrangement, as the case may be, after approval by Engineer in charge.
• The complete fencing of the entire area above shall be carried out by the contractor. The Danger signs/plates shall be provided by the contractor for the safety of people.

5. **Erection of SCADA enabler equipments FRTU, RMUs:**
   • The supply and erection of the SCADA enabler equipments such as RMUs with inbuilt FRTUs and FPIs, Optical Fiber Cable connectivity/jointing shall be carried out by the contractor.

6. **Erection of street lights:**
   • The control panels, poles, arms and LEDs as per the BOQ/Technical specifications and drawings shall be provided and erected by the contractor for providing the street lights. The cable for feeding the power to the street lights shall be laid separately in HDPE pipe alongside the other cables being laid after getting the design approved by the Engineer in charge.
   • The total supply and erection rate of the street light items have been taken in the erection part only and no separate payment for supply items in respect of street light equipments shall be allowed.
   • Though the specifications and quantity of Optical Fibre Cable armoured/unarmoured cable are defined in the scope of the contractor but 4-fibres armoured/unarmoured cables will also be required to take the input/output points along with all the control points pertaining to street light system from street light panel location to the main Optical Fibre cable which will be connected to Optical Fibre jointing box near to RMU free of cost.

7. **Associated Civil works:**
   • The RCC plinths for mounting the DTs, compact substations, RMUs, LT feeder panels, trenches, double-decker arrangement, underground arrangement for installation of DTs, RMUs etc and other related civil work erection shall be carried out by the contractor. As the entire system shall be laid underground, therefore the plinths shall be with a provision of cable entry and exit from beneath in case of RMUs and LT feeder panels. In case of DTs the cable entry/exit shall be alongside the plinth on the tray.
The technical specifications of all the civil material under the NIT shall be based upon the Haryana PWD B&R technical specifications.

The rates of civil items/structures and design/dimensions are given in the tender documents, however, the actual design/dimensions and drawings shall be got approved by the contractor before actual execution and therefore in that case the rates of the civil items/structures shall be calculated on pro-rata basis on the basis of the rates already provided in the tender documents.

8. Dismantlement of Existing 11 kV, LT overhead system and the street lights (selected):

The dismantlement of the existing 11 kV, LT overhead system and the selected street lights shall be carried out by the contractor. The contractor shall plan the dismantlement of the existing overhead line in such a way that the underground system is in place and DTs are installed and the supply to the consumers is being fed through the new system even if some temporary arrangements are made for the time being to convert the newly laid system, so that the inconvenience to the consumers is minimal. The contractor shall get the methodology of the same approved by the Nigam in addition to the approval of foot survey etc.

The material to be dismantled shall be captured during the foot survey to be conducted by the contractor. The dismantlement of the material is to be carried out in the presence of the representative of respective authority i.e. Power utility for power infra and HUDA/ MCG for street lights etc. The DHBVN’s dismantled material shall be returned to the Nigam’s stores at Gurgaon/ Ballabgarh after taking up the same in the records and with proper accounting. The material of the street light to be dismantled need not be returned to the concerned HUDA/ MCG authority and the same shall be kept by the prospective bidder and the credit of the same will be availed by DHBVN as per cost of each type of fixture as mentioned below.

<table>
<thead>
<tr>
<th>Type of Street Light Fixture</th>
<th>Credit value for old/material to be</th>
<th>Tentative No. of fixtures to be</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item Description</td>
<td>Quantity</td>
<td></td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>------------</td>
<td></td>
</tr>
<tr>
<td>dismantled(GI pipe with bend clamp &amp; light fixture)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HPSV fitting/HPMV upto 250 W</td>
<td>Rs 1000 each</td>
<td>560 No.s</td>
</tr>
<tr>
<td>T5 (24W,28W,36W) and 4×24W tube set</td>
<td>Rs 500 each</td>
<td>6511 No.s</td>
</tr>
</tbody>
</table>

Note-The quantity mentioned in the table is tentative quantity and the credit of material to be dismantled will be availed by DHBVN as per actual measurement of dismantled material while releasing payment to the contractor.

9. **Restoration:**

- The laying of the power and optical cables and other works may require digging alongside/ across the roads/ streets/ pavements/or any other public/ private area. The contractor has to restore the dugout area by back filling and suitable compacting. The top layer has to be restored in the same fashion and condition to give it the original look as far as practically possible.

- No payment towards any additional material, other than that provided in the BoQ / labour/ erection/ services etc cost required for the restoration shall be allowed to the contractor in this regard, however, the proper restoration shall be considered as a part of the laying of cables. Any permission charges of HUDA/ MCG/ NHAI etc, if applicable, shall be refundable to the contractor on actual basis on production of receipt, after the faithful completion of the work for which charges are deposited.

10. **Integration with DHBVN R-APDRP system:**

- DHBVN has implemented the part-A of RAPDRP in Gurgaon city under which various modules have been provided by the RAPDRP contractor. The GIS mapping of the electrical infrastructure has been carried out and has been integrated with the consumer data. Any changes in the existing infrastructure
is to be incorporated in the GIS module of RAPDRP. As under the Smart Grid Project of Gurgaon city, the existing overhead infrastructure is to be replaced with underground infrastructure right up to the consumer meter apart from providing additional distribution transformer, RMU, LT feeder panels to ensure 100% redundancy at each level for which the contractor will carry out the DGPS GIS survey of the newly erected infrastructure and consumer indexing, on the approved format, and which will be checked/validated by DHBVN to the 100% accuracy limit and to hand over the same to DHBVN to integrate with the existing RAPDRP system.

- Delta changes in infrastructure (other than the project being implemented) during the course of the execution and during the period of O&M will be communicated to the contractor to carry out the DGPS survey and to hand over the same to DHBVN to integrate with existing RAPDRP. However during the O&M period any change in the consumer indexing will be taken care by DHBVN himself.

11. **Support services (including Operation and Maintenance) for 5 years after commissioning of entire project:**

- After the successful commissioning of the entire project, the contractor shall provide the support services which shall include the operation and maintenance of the system installed under the project for a period of 5 (five) years from the date of commissioning of the project. The contractor shall execute the Service Level Agreement with the Nigam for providing the support services for a period of 5 years.

12. **Integration with AMI (mandatory in the scope of contractor but not linked with the execution schedule of the project work upto the time of support services period).**

- The Advance Metering Infrastructure (AMI) is proposed to be implemented in the project area covering approximately 30000 consumers of various categories covered under phase I of the smart grid project shall be covered under the scope of phase I to be implemented in next two years and
subsequently the AMI project shall be scaled upto the next level to cover the entire consumer mix. Bidders under the present scope of smart grid work will design and provide SCADA compatible equipment and connectivity in such as fashion that the same is integrated smoothly with SCADA deployment included hardware/ software for the entire Gurgaon on open platform so as to ensure successful SCADA operation which shall be the ultimate aim of this project for which contractor of this work will also be responsible.

AMI data from the end consumers will also be routed to SCADA control room through transmission network being laid by the contractor under the Scope of this tender for which indicative architect figure is detailed below:

**Indicative AMI System Architecture**
STEPS IN AMI

The following significant steps would be carried for the AMI.

1. **Selection of AMI-IA**
2. **Resource Mobilisation**
3. **AMI pilot and its review**
4. **Successful implementation**
5. **Integration and System acceptance**
6. **O&M and capacity building.**

13. **Connectivity of optic fibre cable with proposed electrical infrastructure system i.e. SCADA compatible electrical equipments.**

- Metal free and armored optical fibre cables are added in the Bill of Quantity, whereas the required accessories like fibre optic cord panels, racks, jacks, connectors, accessories for assembly etc., as per site requirement, are not defined separately. The same will be in the scope of the bidder to ensure proper connectivity from various locations i.e. RMU etc. Firm to ensure two way communication through optical fibre cable up to SCADA control room for which the work is being awarded separately.

14. **Documentation:**

- The contractor shall make sure that the documentation of the entire proposed system is carried out simultaneously to the erection of the network. After the
completion and commissioning of the entire system, the contractor shall provide coloured laminated sketches of the routes of the optical and power cable laid showing the cable sizes, RCC route markers, DTs, RMUs, Earthing, Safety measures taken, etc in the form of one single chart (12 copies). In addition 12 sets of A4 size glossy paper booklets of showing the area wise breakup of the above sketches showing the enlarged view of the route shall also be provided alongwith 6 nos DVDs of the same as necessary prerequisite of the commissioning of the project.

15. **Miscellaneous:**

- The project aims at converting the existing 11 kV and LT overhead system into totally underground system with equipments such as DTs, RMUs, LT ACB, LT Panels to be plinth mounted. Care have been taken to provide the possible routes as reference having the right of way available, however, the contractor has to satisfy himself of the Right of Way issues and shall be fully responsible for laying of the underground system with erection of plinth mounted equipments. Any request to provide the overhead system instead of u/g system shall not be entertained normally, but, on some specific request the contractor may be allowed to consider some portion of the OH system in the foot survey or during erection, subject to approval of the same by the Engineer-in-charge of the project i.e. Chief Engineer/ Smart City Project.

- At the same time, care has been taken to make provision of all the items/materials/equipments required for the execution within the scope of the project. The contractor shall examine the same and may submit his observation during the proposed pre-bid meeting so that decision on the same may be taken by the Nigam and conveyed to all and no request for any clarification after the pre-bid meeting shall be entertained. But if any item which is required for the execution within the scope of the project but has been left out then the contractor shall be responsible for supply/erection/provide services of the same without any extra cost. The clause 12.2 of ITB shall not be applicable. The supply and erection of any petty item required for
the completion of the project such as double compression brass glands and brass glands, PG Clamps, all types of thimbles along with the stand for Distribution transformer, HT and LT cable termination are within the scope of the contractor as per the requirement for which the bidder will get the HT/ LT termination drawings at the DT approved from the Engineer in charge of the project. The above petty items should be ISI mark wherever applicable. In the estimate the supply and erection cost of the items i.e. PVC pipe, Optical fiber cable, HDPE pipe, PLB HDPE pipe etc has been given however the allied items required for installation/ connection/ jointing etc for these items are not included in the estimate but the same are to be provided and erected/ installed by the contractor considering the same as an inherent component of the above items therefore no separate/ additional cost for the allied items/ equipments shall be allowed to the contractor.

- At the same time the contractor shall carry out the study/ research on the proposed scope of work itself and shall provide suggestions, which shall be examined by the committee constituted who shall on the basis of the suggestions of the contractor or on its own, propose the changes in the execution/ methodology, make amendments in scope as per the requirement of the project, which is essentially required or delete/add any other item, for the project, during the execution of the project. The clause 12.2 of ITB shall be applicable in this regard.

- The contractor shall design the DTs in such a manner and make provision for smooth entry of multiple cables both on HV/ LV side using double compression gland, cable box design and supporting structure as required. The DT cable box should be made of appropriate material which inhibits the derating of the cable.

- The cables should be provided inside the buildings etc to be used at the Dry type DTs should be of Fire retardant low smoke (FRLS) material at no extra
cost to the Nigam. Any other fire safety requirements shall also be in the scope of the contractor without any extra cost.

- The Earthing to be provided shall be maintenance free earthing as per the Bill of material with the required ohmic value as per the technical specifications and the value shall be maintained for the entire duration of support services period.

- In some exceptional circumstances the contractor may be asked to carry out certain work linked with but beyond the scope of the present NIT. The contractor shall also carry out the study/research on the proposed scope of work itself and shall provide suggestions, which shall be examined by the committee constituted who shall on the basis of the suggestions of the contractor or on its own, propose the changes in the execution/methodology, make amendments in scope as per the requirement of the project, which is essentially required or delete/add any other item, for the project, during the execution of the project. The clause 12.2 of ITB shall be applicable in this regard.

- The underground system will be laid by way of power cables i.e. 11 kV, LT for power supply, OFC for SCADA and LT for street lighting. The contractor shall provide the suitable marking tapes on the cables after laying them underground and above the RCC slabs as per the drawing. The marking to be made on the tape shall be got approved by the contractor.

- The civil wing of the DHBVN will be responsible for monitoring of execution and quality control of the civil structures/work during the process of the execution of the project apart from this civil wing will also be involved in the verification of the bills pertaining to civil work before forwarding the same by the office of Smart City Gurgaon to FA/Smart City Gurgaon for making the payment as per the work order.

- It shall be the responsibility of the turnkey contractor that the laying of power cables, Optical fibre cables and jointing of power and optical cables and
testing and commissioning thereof is carried under the supervision of the authorized experienced supervisor (min qualification – diploma in electrical engg and 5 years experience) of the manufacturer. The CVs of the supervisor(s) of each manufacturer shall be approved by the Engineer-in-charge of the project.

- The design of the fencing of the electrical equipments has been given in the tender documents whereas the actual requirement may be site specific which will be designed by the contractor as per the site requirement. However the payment of the design other than that given in the tender documents shall be calculated on pro-rata basis by considering the and the payment will be made on the basis of total perimeter of the design given per unit rate quoted for the actual structure provided at site and the cost will be calculated on prorate basis of the size given in the tender.

- The scope of the contractor shall be upto the point of connecting the newly laid system upto the consumer meter which will be shifted to the new location i.e on the outside of the outer wall of the premises, without any cost. This shall be carried out by the contractor in the presence of the Nigam’s representative. The sealing/ de-sealing of meter shall be the responsibility of the Nigam. The incoming and outgoing cable before and after the meter shall be fixed on the walls through cleating for which the design shall be got approved by the contractor.

- The warranty period of the material to be applicable is defined in the tender documents which the bidder will procure from OEM. The bidder will supply the related documents indicating therein that the warranty period demanded by the utility of the equipment is also in line with the agreement made by the bidder with the OEM for purchase against this project. The contractor will supply the certified copy of the agreement between him and the OEM before commencing the supply.

- The contractor shall be responsible to provide adequate and robust earthing of the system as well as high level of safety in accordance with the prevailing
Statutes/ guidelines/ best practices and IE Rules/ IE Act. Any deficiency in this regard leading to damage to the property, equipments and humans/animals etc shall be unacceptable and contractor may be subjected to punitive/ legal action as applicable by the law besides the compensation to the affected party/ Nigam both.

- The contractor shall obtain all the requisite licenses from the respective Government department wherever required.
- The successful Bidder will have to complete the Works by the intended completion date specified in the Contract data.
- Since the present work is for the supply and erection of infrastructure as well support services, totaling for a period of 6 ½ years, therefore certain policy changes are bound to happen which shall have a bearing on the project execution and the support services. The contractor is therefore advised to regularly visit the Nigam’s website www.dhbvn.org.in wherein under the tab PD&C, various instructions have been given. The contractor shall incorporate the same while carrying out the execution of the project and support services thereafter. Any major cost implication arising due to the above shall be borne by the Nigam.
- In case of conflict arising between the provisions given in the clause 1.1 SCOPE, above, and anything mentioned elsewhere in the tender documents, then in that case the provisions mentioned in the clause 1.1 SCOPE shall be applicable.

**1.2. Insurance:** The scope shall also include the provide Electricity lines with proper clearances, all kind of crossings and guarding. The insurance and transportation of conductor and other material dismantled from the lines after conversion into underground system from the Site till its return to Employer’s store shall also be covered in the scope of Contractor. The Employer’s representative shall be responsible to get this material returned to Nigam’s store and taking the same on record.
1.3. The major items such as Cables, DTs, RMUs, Optical Fibre cable shall be procured by the contractors only from the firms who fulfil the minimum qualification criteria (whether empanelled or not) as prescribed in the tender documents besides other routine requirement of the documents. In case of items other than the above the material shall be supplied from the firms who are either empanelled in the Nigam or have techno commercially qualified in the Material Management wing of either utility i.e. UHBVN & DHBVN during the last one year (counting from placement of work orders) or last matured purchase order or during the course of execution of the work under Smart City Project, Gurgaon. Any other manufacturer not covered above, shall also be considered and allowed with the approval of WTDs of Nigam in case of request for the same. The empanelment of additional firm will be done within one month subject to submission of all requisite documents.

The material shall be dispatched from this source only after inspection and approval by the authorized representative of the Employer. Installation of material will be as per the approved drawings and specification. The supplier of material will also supply the type test certificates which should not be older than the period as specified in the technical specifications, however, if the period of the type test is not specified in the technical specifications then in that case the type tests should not be more than 3 years old at the time of bid opening, at the time of inspection-call which will be further examined by the inspecting authority. However, no approval of GTPs of petty items such as nuts and bolts, stay sets, hardware fittings, pin, disc insulator, danger plate, number plate is required and material supplied should comply with relevant ISS wherever applicable.

1.4. Final Checking, Testing and commissioning

After completion of Works, final checking of lines shall be done by the Contractor to ensure that all the Foundation Works, equipment erection and cable laying etc has been done according to specifications and as approved
by the Employer. All the Works shall be thoroughly inspected keeping in view
the following main points.

a) The earth filling of the dug out cable trenches has been properly
done with adequate compacting.

b) The restoration of the dug out roads, streets, ramps etc have been
properly carried out.

c) All the cable out points from the ground have been properly
secured by way of using clamps/ cleats/ fasteners/ or any other
suitable installation etc, after getting the design approved.

d) All the RCC markers have been properly planted with desired
inscription.

e) The insulation of line as a whole is tested by the Contractor by
providing his own equipment, labour etc. to the satisfaction of
Employer.

f) All the electrical equipments have been properly earthed to the
satisfaction of employer.

g) All conductor and earth wire accessories are properly installed.

h) All other requirement to complete Work like fixing of danger plate,
phase plate, number-plate, anti-climbing device (if applicable) etc.
are properly installed.

i) The lines are tested satisfactorily, for inspection, by the Chief
Electrical Inspector, Haryana, before commissioning.

All the works shall be thoroughly inspected by the concerned SDO/Smart
City Project. It is also added that after completion of the work the third party
quality of work surveillance may also be done, if so desired by the DHBVN.

**Important Notes:**

i. **PERT chart Schedule:**
   
The progress of the work shall be reviewed as per PERT CHART within the
scheduled completion period at the level of the Chief Engineer.

ii. After completion of the work against a bid, the project completion report is to be
prepared and submitted for formal closure of project.

iii. Unit of package shall be the Execution of entire project excluding the support
services and completion of all activities required under the project.

iv. CE/Smart City Project, Gurgaon concerned shall be the Engineer-in charge for
execution of the work and its monitoring.
v. For the proper project monitoring it has been decided to maintain a hindrance register at works site wherein contractor is allowed to write the problems being faced during the execution of the works. The register shall be checked/ reviewed by the Smart City Project wing on monthly basis.

vi. The price variation shall be allowed on cables and DTs as per IEEMA circulars. **The base date of price variation for H.T/LT XLPE Cables and DTs is 01.03.2016.**

vii. The separate work orders in respect of supply, erection and civil works shall be issued by the Nigam.

viii. Any delay beyond 7 days of request of contractor for CEI clearance shall be to Nigam's account subject to condition that no observation is made by the CE/ Smart city Project and CEI.

ix. The contractor shall execute the work under the project feeder wise so that the review of actual demonstrable work completed may be done at all level. Taking over of the work shall be feeder wise.

x. The concepts as well as drawings of the projects proposed to be executed will be approved by CE/ Smart City, DHBVN, Gurgaon.

xi. After awarding the projects to the contractors, various stages of implementation will be determined at which the same committee will certify that the materials being used are of prescribed quality and the designs meets with the requirements.

xii. Work shall be completed within 18 months from the issue of LOI. It therefore becomes imperative to suitably plan the execution of work so that minimal inconvenience is there to the common man/ consumers of Nigam. Priority of the works to be taken up shall be fixed by the same committee headed by CE/Smart City Project.

xiii. The clearance for supply of material shall be strictly regulated at the CE/ Smart City Project level, as per the approved PERT chart and the Nigam’s Quality Assurance Plan. The supply of the material to the contractor shall be allowed for material required preferably for next three (3) months only.
2. **Qualification of the Bidder**

**Indian bidder/ firm:** The prospective bidder must be a company registered in India with principal place of business in India and should be a reputed Infrastructure contractor who regularly undertakes electrical turnkey projects and has adequate technical knowledge and practical experience OR an existing Indian power utility/ distribution franchisee who is in the business of transmission / sale of electricity in India.

**Foreign firm:** A foreign firm which wishes to participate in the bid should have an established base in India. The firm can only participate in the tender by entering into Joint Venture with an Indian firm as a partner and not as lead partner. The foreign firm should also be a company and should have successfully executed distribution/ transmission turnkey projects in India during the last three years either individually or in Joint venture with an Indian firm. The foreign Bidder must have its registered office (Under the companies Act 1956 with Registrar of Companies) in India.

2.1. **Technical:**

It is the intent of this tender to invite those turnkey contractors who have a proven record of excellence in the execution of large projects. The bidder who wishes to participate in this tender should have executed and successfully commissioned, on turnkey basis:-

a. Atleast one single project of power distribution/ transmission network work, having the contract value equal to atleast 80% of the estimated cost of this tender, during the last three (3) completed financial years as on the date of bid opening.
   OR

b. Atleast two projects of power distribution/ transmission network work, each having the contract value equal to atleast 50% of the estimated cost of this tender, during the last four (4) completed financial years as on the date of bid opening.
   OR

c. Atleast three projects of power distribution/ transmission network work, each having the contract value equal to atleast 40% of the estimated cost of this tender, during the last five (5) completed financial years as on the date of bid opening

2.2. **FINANCIAL CRITERIA:**
a. **MAAT:** The **Minimum Average Annual Turnover** during the last 3 (three) completed financial years, as on the date of opening of part-1 of NIT, should be at least 1.5 times the estimated value of the project, given in the NIT. For an existing Indian power utility, the revenue of the utility **shall** be considered towards the financial criteria in place of the **Minimum Average Annual Turnover** described above.

b. **Liquid Assets:** The Bidder shall have Liquid Assets (LA) and / or evidence of access to or availability of credit facilities extended by any Indian scheduled bank, for an amount NOT less than 25% value of the project cost of NIT. The documents to be submitted in support of LA should not be older than one month as on the scheduled date of Bid opening. LA will be calculated on the basis of latest audited balance sheets (CA audited/ certified as per note below) and unutilized balance of Letter of Credit (fund base only) and Cash Credit limits (fund base only) will be considered for which the documents to be provided should not be older than one month as on the scheduled date of Bid opening and bidder will also enclose the complete sanction order of the limits issued by the bank. The Bank Guarantees will not be considered.

c. **Net Worth:** The net worth of the bidder for each of last three (3) completed financial years should be positive and the Bid with negative net-worth would be considered non-responsive and shall not be eligible for participation in the tender.

**Note:** In case the last FY happens to have completed before 3 months of the date of opening of part-I of bid, then in that case the provisional balance sheet duly **certified** by CA shall be considered. However, in case the date of part-I of bid is after the completion of 3 months of new FY, then in that case the balance sheet duly **audited** by CA shall be considered.

2.3. **Joint Venture Criteria:-**
Bids may be submitted by the individual firms or joint venture firms maximum upto total three partners (having one partner as lead partner)

a. In joint venture, one of the Partners shall be nominated as the lead partner, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.

b. In case bid is submitted in Joint venture all the partners shall collectively meet minimum 100% of technical and financial qualification criteria. However each partner shall also meet the technical and financial criteria as given under:

**Technical:**
In case of Joint Venture of two firms, **EITHER** each of the partners should have executed at least one project having the contract value equal to at least 50% of the estimated project cost, as given in clause 2.1(b), above **OR** total three projects each of 40% value of the project estimated cost as mentioned in cl. 2.1(c) out of which one partner should have executed at least one project of this value.

In case of three JV partners each of the JV partners should have executed at least one project having the contract value equal to at least 40% of the estimated cost of project as mentioned in the clause 2.1(c).

**Financial:**
In case of Joint venture of two firms, the lead partner shall meet minimum 60% of financial criteria and the other firm shall meet the minimum 40% financial criteria, as mentioned in cl 2.2 a & b above. In case of joint venture of three firms the lead partner shall meet minimum 50% of financial criteria and the other two firms shall jointly meet the minimum 50% financial criteria, as mentioned in cl 2.2 a & b above.

The individual net worth of all the joint venture partners shall be positive for each of the last three completed financial years as per cl. 2.2 (c) mentioned above.

Any firm can participate either individually or as a joint venture partner firm. The firm who is bidding individually is not allowed to participate as a joint venture partner or vice versa. In such case all the bids in which the firm has participated will be disqualified.

If a firm enters into two or more joint ventures with different set of partners than all the bids submitted by that firm either individually or in joint venture shall be disqualified

2.4. **Qualifying requirement for suppliers:**
The successful bidder shall procure and supply the material from Original Equipment Manufacturers (OEMs) who fulfill the following minimum qualifying requirements, which are in addition to requirements of vendor approval such as Drg/ GTP/ Type test etc:

**HT Cable:**
- The OEM should have successfully completed the supply in India of 500 kM of 400 mm2 or higher size 11 kV or above voltage level XLPE cable during the preceding completed financial year for which the satisfactory supply completion certificate shall be provided.

**LT Cable:**
• For supply of LT cable (size 120 mm² or above) the OEM should have successfully completed the supply in India of 2000 kM of minimum 120 mm² or above size LT cable during the preceding completed financial year for which the satisfactory supply completion certificate shall be provided.

• For supply of LT service cable (size upto 95 mm²) the OEM should have successfully completed the supply in India of 5000 kM of size upto 95mm² LT cable during the preceding completed financial year for which the satisfactory supply completion certificate shall be provided.

**Distribution Transformer:**
• The OEM should have successfully completed the supply in India of atleast 1000 nos Distribution Transformers (conventional and package type combined) of 400 kVA capacity or above capacity, during the last three completed financial years for which the satisfactory supply completion certificate shall be provided.

**RMUs**
• The OEM should have successfully completed the supply in India of 500 nos RMUs of 11 kV, during the last three completed financial years for which the satisfactory supply completion certificate shall be provided.

• The bidder shall have the service centre in India.

**Optical Fibre Cable:**
• The OEM should have successfully completed the supply in India of 1000 kM Optical Fibre Cable of 48 fibres or above, during the last three completed financial years for which the satisfactory supply completion certificate shall be provided.

2.5. The bidder shall have the valid license for carrying out 11 kV or above voltage works from the Chief Electrical Inspector of any state in India. However, before starting the work, he shall seek CEI Haryana license also.

2.6. To be qualified for award, Bidders shall provide evidence, satisfactory to the Employer of their capability and adequacy of resources to carry out the Contract, effectively. Bids shall include the following information:

a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business, written power of attorney of the signatory of the Bidder to commit the Bid.

b) Total annual turnover of erection and supply of material and equipments, over the last 3 years.

c) Performance as prime Contractor for the Erection & Supply of
material and equipments of similar nature over the last 5 years and details of other Works and Contractual commitments, presently in hand. The Work-Order along with quantified details of the Works carried out be supplied for proper assessment. The Bidder shall allow assessment of his ongoing Works to the authorized representative of the Employer at any time.

d) The tenderer shall specifically furnish the details of key members of the proposed team to be employed on the project in the event of award of the contract, their respective roles and relevant experience/ qualifications. The Project Manager be nominated who shall be at least an B Tech and MBA having minimum five years experience in similar type of turnkey works. The Assistant Project Managers to be nominated specifically for the work shall be Minimum B.E. Electrical qualified and having a minimum of Three years of experience in similar type of turnkey works.

e) Reports on the financial standing of the Bidder including profit and loss statements, balance sheets and auditors reports of the past five years and an estimated financial projection for the next two years.

f) Evidence of access to lines of credit and availability of other financial resources.

g) Information regarding any litigation, current or during the last two years, in which the Bidder is involved, the parties concerned and disputed amount.

h) The declaration by the firm that it is not blacklisted by any State Govt. or Agency and shall be liable for the consequences of wrong declaration. The bidder should submit along with the Bid no blacklisting certificate for the past three years.

i) The proposed methodology and program of construction including PERT Chart backed with equipment planning and deployment, quality control procedure to demonstrate the adequacy of Bidder’s proposal to meet the technical specification and completion schedule as per milestones. It would be preferable to give this information in a self-contained write-up.

j) Ownership Change
The Bidder shall be financially sound and must not be anticipating any ownership change during the period from Bid submission to two years after Commercial operation defined as successful completion of commissioning of the distribution lines and acceptance of the same by the Employer. However, in case the firm is anticipating any such ownership change/take over at any stage
of the entire bid process and during the execution of contract, they shall seek prior approval from the Employer well in time. It shall be the sole discretion of the Employer to grant permission for such change in ownership / take over and if allowed by the Nigam for ownership change, the new company shall own all responsibilities and liabilities under the contract and the old firm should not be blacklisted by any state/centre government or any of its agency.

k) –Deleted-

l) The firm /bidders should have completed all the turnkey works in the utility issued on or before 31.12.2011 by DHBVN.

2.7. In case of bid submitted by any foreign bidder, the following mandatory requirements need to be fulfilled:

1. English translation of foreign language documents to be provided duly translated from a certified Indian translator.
2. The bidder must provide the copy of proof that the translator is a certified translator.
3. Such translated documents need to be submitted after due certification by the translator and duly countersigned by the Lead bidder.
4. For all intents and purposes, the English translation of the foreign language shall prevail.

2.8. The above stated requirements are minimum and the DHBVN reserves the right to ask for any additional information and also reserves the right to reject the proposal of any Bidder, if, in the opinion of the DHBVN, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the Contract.

2.9. Not withstanding anything stated above, DHBVN reserves the right to assess the bidder’s ability and capacity to perform the work, should the circumstances warrant such assessment in the overall interest of the owner.

3. Cost of Bidding

The Bidder shall bear all the cost and expenses associated with preparation and submission of its Bid including post Bid discussions, technical and other
presentation etc. and DHBVN will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

4. One Bid per Bidder

Each tenderer (prospective bidder) shall submit only one tender by himself against NIT. A tenderer who submits or participates in more than one tender against the NIT will be disqualified.

5. Contents of Bid Documents

The Bidding Documents are those as stated below and should be read in conjunction with any Addenda issued in accordance with Clause 7. The Bidding Documents include:

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6. Clarifications on Bid documents

6.1 If the prospective Bidder finds discrepancies or omission in the specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for any interpretation/clarifications to the DHBVN. The DHBVN then will issue interpretations and clarifications as he may think fit in writing. After receipt
of such interpretations and clarifications, the Bidder may submit his Bid but
within the time and date as specified in the invitation to Bid. All such
interpretations and clarifications shall form a part of the Bidding document
and shall accompany the Bidder’s proposal. A prospective Bidder requiring
any clarification on Bidding Document may notify the DHBVN in writing.

6.2 Verbal clarifications and information given by the DHBVN or his employee(s)
shall not in any way be binding on the DHBVN.

7. Amendment for Bidding Documents

7.1 At any time prior to the deadline for submission of Bids, the DHBVN may, for
any reason, whether at its own initiative or in response to a clarification
required by a prospective Bidder, modify the Bidding Documents by
amendment(s).

7.2 The amendment will be notified in writing or by telex or cable to all
prospective Bidders, which have received the Bidding Document at the
address contained in the letter of request for issue of Bidding Document from
the Bidders.

7.3 The amendment will be notified through Corrigendum uploaded in the
websites of DHBVN and https://dhbvnl.haryanaeprocurement.gov.in. DHBVN
will bear no responsibility or liability arising out of non-receipt of the same in
time or otherwise.

7.4 In order to afford prospective Bidder reasonable time in which to take the
amendment into account in preparing their Bids, the DHBVN may, at its
discretion, extend the deadline for the submission of Bids.

7.5 Such amendments, clarifications etc. shall be binding on Bidders and will be
given due consideration by the Bidder while they submit their Bids and
invariably enclose such documents as a part of the Bid.

8. Language of Bid

The Bid prepared by the Bidder and all correspondence and documents relating to
the Bid, exchanged by the Bidder and the DHBVN, shall be written in the English
language.
9. **Local Conditions**

9.1. It will be imperative on each Bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of the Contract covered under these documents and specifications. The DHBVN shall not entertain any request for clarifications from the Bidders, regarding such local conditions.

9.2. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by the DHBVN. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the DHBVN, which are based on the lack of such clear information or its effect on the cost of the Works, to the Bidder.

10. **Documents Comprising the Bid**

10.1. The Bidder shall complete the Bid Form inclusive of Price Schedules; Technical Data Requirements etc. furnished in the Bidding Documents, indicating, for the goods to be supplied and services to be rendered, a brief description of goods and services, quantity and prices.

10.2. The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed in Clause-2.0 above.

10.3. The Bidder must enclose Income Tax clearance certificate along with the tender.

10.4. The Bid Security shall be furnished in a separate cover in accordance with clause-15.0.

11. **Contract Quality Assurance** : Refer clause 40.

12. **Bid Price**

12.1 The tenderer while quoting bid for turnkey works shall quote the total price for the equipment/ material plus erection charges through Schedule-1 to the bid document. The estimated unit rates and erection charges as ascertained by the employer (Nigam) shall be mentioned in the price schedule to the documents. The rates as admissible to the contract shall be the proportionate to the estimated rate and shall be
calculated as under:

Unit Rate of Supply allowable = Estimated unit rate of Supply X (Total Quoted Price / Total Estimated Price).

Unit Rate of Erection allowable = Estimated unit rate of Erection X (Total Quoted Price / Total Estimated Price).

12.2 In case any additional equipment/ material not incorporated in the original BOM is required for completion of the works as per site conditions payment of the same shall be regulated as per above formula and the estimated unit rates/ erection shall be taken as per the rate list applicable / applied while preparing the original BOM after having approval of WTDs.

12.3 The Bidder shall complete the Bid form and shall appropriate the price and other schedules furnished in the Bidding Documents, indicating the supplies and the services to be provided.

12.4 All prices quoted by the Bidder shall be ‘FIRM’ during the performance of the Contract and shall not be subject to variation on any account, for all intents and purposes except cables. The price variation shall be allowed on HT/ LT XLPE cables and Distribution Transformers as per IEEMA circulars with base date of 01.03.2016, but within the scheduled completion period, only. For claiming price variation, the bidder should submit the relevant IEEMA circulars along-with claim applicable for price variation of cables. The breakup of prices of these materials shall be given by the bidders. The relevant- IEEMA formula attached.

The variable price as per IEEMA formula with maximum +10% ceiling but on, negative side it will be up to any extent as applicable one month prior to date of delivery. The date of delivery is the date on which the transformers/ cables/ conductors is notified by the manufacture are being ready for inspection / dispatch (in the absence of such notification, the date of manufacturer’s dispatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier. In case of delayed supply, the same may be considered
and accepted by the employer with levy of penalty as per provision of work order and for computing the price variation the lowest IEEMA indices from the date of issue of work order till the date of actual supply of material in the stores/site shall be applicable.

Statutory variation (such as Sale Tax, Excise duty, Service Tax etc.), if any, may be taken into account while quoting the price.

12.5 The prices shall be quoted in Indian Rupees.

12.6 No mobilization advance shall be paid to the successful Bidder, as such the same will not be considered in the Bid.

13. **Bid Validity**

13.1 Bids shall remain valid for 120 days from the date of opening of Part-II (Price) Bids.

13.2 In exceptional circumstances, prior to expiry of the original Bid validity period, the Employer may request the L-1 Bidder to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e-mail / fax. The bidder may refuse the request without forfeiting its bid security. The Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his Bid for the period of the extension. Further, in case of refusal or no response by L-1 bidder till the expiry of bid validity period, the tender shall be dropped. In any case, the EMD of bidder other than L-I shall invariably be refunded, preferably, within 14 days after expiry of bid validity.

14. **Taxes and Duties**

14.1 All custom duties, excise duties, sales taxes and other taxes and duties, levies payable by the Bidders in respect of the transaction between the bidders and their vendors/sub-suppliers while procuring any components, sub assemblies, raw-materials and equipment shall be included in the Bid price and no claim on this behalf will be entertained by the DHBVN. The excise duty and sales tax / VAT will be included in quoted price as per present applicable Excise / Sale Tax / VAT rule. No ED & ST / VAT in any case shall be payable to the
supplier/Bidder, if became applicable in respect of bought out items directly dispatched from works of sub-suppliers as well as on erection works etc.

The successful bidder after completion of supply will give a certificate that ED & Sales Tax / VAT charged from DHBVN has been paid to the concerned authorities including his self-manufactured items.

Wherever Excise duty is applicable, the due credit under the MODVAT (Modified Value Added Tax) policies wherever applicable, shall be taken into account by the Bidder while quoting Bid price. The compliance of this Clause shall be confirmed by the Bidder along with his Bid.

"The sale to Owner shall be made on Sales-in-Transit basis wherever possible.”

14.2 In addition to above, all the bidders are also required to include/ make the provision for Worker’s Welfare Cess (Payable on erection part only) under the provisions of the Building and other Construction Worker’s Welfare Cess Act 1996, in the Bid price or any kind of taxes and duties as mandatory as per statutory Law or instruction of Government. However the bidder shall submit the compliance/ deposit receipts (Proof) of the above provisions on monthly basis.

14.3 As regard the Income Tax, surcharge on Income Tax, Workers Welfare Cess and other taxes including tax deduction at source, the Bidder shall be responsible for such payment to the concerned authorities with in prescribed period.

14.4 The Income Tax, surcharge on Income Tax and cesses shall be deducted at source, from the payments made to the Bidder by the O/O FA/Smart City Project, DHBVN, Hisar.

14.5 **Work contract tax:**

a) Separate work orders in respect of supply and erection shall be issued by the Nigam against various bids.

b) In case of separate work order(s) issued for supply & erection part of the contract WCT shall be payable by the contractor on the erection part of the contract only.
15. **Earnest Money Deposit**

15.1 The bidder shall furnish EMD as specified in the NIT.

15.2 The Bid security shall be 2% of estimated cost subject to maximum of Rs 10.00 lacs. The EMD of Rs 10.00 lacs shall be deposited in the shape of Demand Draft (payable at Hisar in favour of FA / Smart City Project, DHBVN, Hisar from a reputed Nationalised/ commercial Bank) or in the shape of Bank Guarantee from scheduled bank valid upto 193 days from the date of opening of part-1 of tender.

If the Bank Guarantee submitted by a bidder is of required amount and is otherwise in order but the validity of the Bank Guarantee is less than the prescribed limit but not less than 90 days from the date of opening of part-1 of bids, then the part-1 of the tender of the bidder shall be opened with the condition that the bidder shall within 10 days of opening of part-1 get the validity of the Bank Guarantee extended for the required period, failing which the tender of the bidder will be rejected.

15.3 Any bid not secured in accordance with para 15.1 and 15.2 above will be rejected by DHBVN as non-responsive.

15.4 EMD of Unsuccessful Bidders will be refunded within 2 weeks after the award of the contract.

15.5 EMD furnished by the Successful bidders will be refunded within 7 days from the receipt of confirmation of Performance Guarantee as per contract by the Accounts wing/DDO on intimation to the FA/Smart City Project, DHBVN, Hisar for making necessary entry in the EMD register.

15.6 The EMD may be forfeited:

   a. If the bidder withdraws / modifies its bid during the period of bid validity specified by the bidder in the tender; or

   b. If the bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid; or

   c. If as per the qualifying requirements the bidder has to submit a Deed of Joint Under taking and 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 bid discussion; or

   d. In case of a successful bidder, if the Bidder fails to sign the contract;
e. In case of a successful bidder, if the Bidder fails to furnish the performance guarantee.

15.7 The EMD shall be submitted along with the bid in separate sealed envelop and also photocopy thereof to be attached with the bids. Any bid not accompanied by the required in accordance with provisions of this clause will be rejected and shall not be opened.

15.8 No interest shall be payable by DHBVN on the above EMD.

16. Format of Bid

16.1 The Bidder shall prepare the BID in duplicate clearly, marking each “Original BID” and “copy of BID”, as appropriate. In the event of any discrepancy between them, the original shall govern. The BIDs must be submitted with required Bid security & other documents that may form the BID. The Bidder’s BID and the documents attached there to shall be considered as forming part of the contract documents.

16.2 BID must be submitted in a sealed envelope in two parts and each part in separate sealed envelope complete in all respects, which will be received up to 13.00 Hrs. on the due date at the following address:

Chief Engineer/ Smart City Project,
DHBVN, 1st floor, Udyog Minar,
Udyog Vihar, Phase-V, Gurgaon-122016

Part I – It will comprise of terms and conditions of the NIT, technical specifications, qualifying criteria documents (Technical & Financial) and all other relevant information except the price schedule.

Part II – Price schedule
Each part and envelope containing bid security should be sealed in separate / individual covers clearly marked on the outside so as to identify each envelope, without opening the covers. All the sealed envelopes should be properly tagged and placed in one common sealed cover bearing on the top “NIT No. ................. due on __________, Name of the work, Name of bidder with address, Validity Period ___________ and particulars of bid security”.

First the BID SECURITY ENVELOPE will be opened and in case bid security is not found for the required amount or not in acceptable mode, the offer envelope will be not opened and same shall be returnable to the bidder on next working day of due date of opening.

Part - I of tender will be opened on the same day at 15.00 hrs in the office of Chief Engineer/ Smart City Project, DHBVN, Gurgaon for those bidders who meet / fulfill the requirement of bid security deposit.

Part - II of tender will be opened on a prefixed date which will be intimated to all those bidders who qualifies the Technical, commercial & financial qualifications criteria.

NITs which are opened before the due date by mistake, in case no indication having been given in the outside of the envelope or container to indicate that it is NIT, will be disqualified.

16.3 The original and copy of the NIT shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by the written power of attorney accompanying the NIT. All pages of the NIT, except for un-amended printed literature, shall be initialed by the person or persons signing the NIT.

16.4 The NIT shall contain no interpolation, erasure or overwriting except as necessary to correct errors made by the Bidder, in that case, each such correction shall be initialed by the person or persons signing the NIT.
16.5 NITs shall be fully in accordance with the requirements of these documents and the specifications attached herewith etc. Appropriate forms furnished with the bidding documents shall be used in quoting NIT prices.

16.6 Conditional NITs shall not be accepted. Consistent with the intent of bidding documents, bidders may offer alternatives to their base NIT. Such alternatives will be given careful consideration provided that:

a) They are described in the applicable bidding schedule and sufficient supplementary information is furnished in the form of specifications, drawings and literature, to permit a complete evaluation of the NIT.

b) The reasons for the desired alternatives and their relative advantages shall be clearly stated. DHBVN reserves the right to accept or reject such alternatives.

16.7 Time being the essence of the contract, the Bidders should indicate in the NIT the time of completion of work in the attached form. The desired completion period of DHBVN as indicated in the specifications attached, should be strictly adhered to. The quality of work shall also form an essence of the contract.

16.8 Queries relevant to the Bidding Documents prior to opening of NITs shall be addressed to:

Chief Engineer/ Smart City Project,
DHBVN, 1st floor, Udyog Minar,
Udyog Vihar, Phase-V, Gurgaon-122016

16.9 The bidder shall inspect the site of works before bidding and include in his NIT the cost of compensation payable for the standing crops, trees cutting etc. involved, if any, and any damage to third person during execution of works. The employer shall not be liable for any payment to the bidder on this account.

17. Signature of Bid

17.1 The Bid must contain the name, residence and place of business of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing the Bid should
also be typed or printed below the signature.

17.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s). Copy of the Partnership deed will be supplied along with the Bid.

17.3 Bid by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary/other person/or persons authorized to Bid on behalf of such Corporation/Company in the matter.

17.4 A Bid by a person who affixes to his signature the word ‘President’, ‘Managing Director’, ‘Secretary’, ‘Agent’ or other designation without disclosing his Principal will be rejected.

17.5 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid.

17.6 The Bidder’s name stated on the proposal shall be the exact legal name of the firm.

17.7 Bids not conforming to the above requirements of signing may be disqualified.

18. Sealing and Marking of Bid

18.1 The Bidder shall seal the original and each copy of the Bid in an inner and an outer envelope, duly marking the envelopes as “Original” and “Copy”.

18.2 The inner and outer envelopes shall be: -

   a) Addressed to the Owner at the following address.
      Chief Engineer/ Smart City Project,
      DHBVN, 1st floor, Udyog Minar,
      Udyog Vihar, Phase-V, Gurgaon-122016

      AND
b) Bear the name of bid, the specification number and Words “DO NOT OPEN BEFORE______________”.

18.3 The inner envelope shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late” or “rejected”.

18.4 If the outer envelope is not sealed and marked as required by Clause 18.2, the Owner will assume no responsibility for the Bid’s misplacement or premature opening. The Bid Security (in the shape of drafts) must be submitted in a separate sealed envelope super-scribed Bid Security – Bid No.______________.

19. Deadline for submission of Bid.

19.1 The Bidders have the option of sending the Bid by registered post or submitting the Bid in person. Bids submitted by telex/telegram will not be accepted. No request from any Bidder to the DHBVN to collect the proposal from airlines, cargo agents etc. shall be entertained by the DHBVN.

19.2 Bids must be received by the DHBVN at the address specified under Clause 18.2, not later than the time and date mentioned in the invitation to Bid.

19.3 The DHBVN may, at its discretion, extend this deadline for the submission of Bids by amending the Bidding document, in which case all rights and obligation of the DHBVN and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

Any Bid received by the DHBVN after the time and date fixed or extended for submission of Bids prescribed by the DHBVN, will be rejected and /or returned unopened to the Bidder.

21. Modification and withdrawal of Bids
21.1 The Bidder may modify or withdraw its Bid after the Bid’s submission provided that written notice of the modification or withdrawal is received by the DHBVN prior to the deadline prescribed for submission of Bids.

21.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the procedure given in Clause 18.0.

21.3 No Bid may be modified subsequent to the deadline for submission of Bids.

21.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid form. Withdrawal / modification of a Bid during this interval may result in the forfeiture of Bidder’s bid security.

21.5 The tenderer, after submitting its tenders, it is permitted to submit alterations/ modifications to its tender so long such alterations / modifications are received duly sealed and marked like original tender up to the date and time of receipt of tender. Any amendment / modification received after the prescribed date & time of receipt of tender are not to be considered and any withdrawal of offer shall not be permitted.

21.6 The bidder shall quote price bid as per schedule-l (section – VI) of this volume. No letter of discount whatsoever shall be entertained at any stage. If the bidder intends to exercise the option to revise/modify his price bid, the revised/modified price bid complete in all respect is to be submitted in pursuant to clause 21.5.

22. Information required with the proposal

22.1 The Bids must clearly indicate the name of the manufacturer, the type/model of each principal item of equipment/material proposed to be furnished and erected. The Bid should also contain drawings and descriptive materials indicating general dimensions, materials from which the parts are manufactured, principles of operation, the extent of pre-assembly involved, major construction equipment proposed to be deployed, method of erection and the proposed erection organizational structure. It would be in the interest of the Bidder to supply the equipment /material from only reputed manufacturers.

22.2 The above information shall be provided by the Bidder in the form of separate sheet drawing, catalogue etc. in two copies.
22.3 The Bid not containing sufficient descriptive materials to describe accurately the equipment/material proposed may be treated as incomplete and hence rejected. Such descriptive materials and drawings submitted by the Bidder will be retained by the DHBVN. Any major departure from these drawings and descriptive material submitted will not be permitted during the execution of the Contract without specific written permission of the DHBVN.

22.4 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.

22.5 Standard catalogue pages and other documents of the Bidder may be used in the Bid to provide additional information and data as deemed necessary by the Bidder.

22.6 The Bidder, along with his proposals, shall submit a list of recommended erection equipment and materials which will be required for the purpose of erection of equipment and materials supplied under the Contract.

22.7 In case the ‘Proposal’ information contradicts specification requirements, the specification requirements will govern, unless otherwise, brought out clearly in the technical commercial deviation schedule.

23. Opening of Bids by DHBVN

23.1 The DHBVN will open Bids in the presence of Bidder’s representatives (up to 2 persons) who choose to attend, on the date and time for opening of Bids in the invitation to Bids or in case any extension has been given thereto, on the extended Bid opening date & time notified to all the Bidders who have purchased the Bidding Documents.

The Bidder’s representatives who are present shall sign a register evidencing their attendance.

23.2 ‘The Bidders’ names, Bid prices, modifications, Bid withdrawals and the presence or absence of the requisite Bid security and such other details as the DHBVN, at its discretion, may consider appropriate will be announced at the opening.

23.3 No electronic recording devices will be permitted during Bid opening.

24. Clarification of Bids.

To assist in the examination, evaluation and comparison of Bids, the DHBVN may at its discretion, ask the Bidder for a clarification of its Bid. The request for
clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

25. Examination of Bids.

25.1 The DHBVN will examine the Bids to determine whether these are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

25.2 The tenderer while quoting bid for turnkey works shall quote the total price for the equipments/material plus erection charges through Schedule-1 to the bid document. The estimate unit rates and erection charges as ascertained by the employer (Nigam) shall be mentioned in the price schedule to the documents. All arithmetical errors will be rectified on the basis of the total price (in figures or in words) whichever is more beneficial to the DHBVN.

26. Definitions and Meanings:

For the purpose of evaluation and comparison of Bids, the following meanings and definitions will apply:

‘Bid Price’ shall mean the base price per package quoted by each Bidder in his proposal for the complete scope of Works including Excise duty, Sales Tax, payable to the Bidder for complete jobs including Freight, Insurance, Erection, Testing and Commission charges.

27. Comparison of Bids.

27.1 The Bids shall be compared package-wise on the basis of lump sum prices (i.e. for supply portion and price for service to be rendered as quoted by the Bidder) for the entire scope of the proposal as defined in the Bidding document.

27.2 All evaluated Bid prices of all the Bidders shall be compared package wise among themselves to determine the lowest evaluated Bid. In case of any Bidder quoting for more than one package, these may also be evaluated together by the Employer in order to avail any discount or price benefit quoted by the Bidder.

28. Contacting the DHBVN

Bids shall be deemed to be under consideration immediately after they are
opened and until such time official intimation of award / rejection is made by the DHBVN to the Bidders. While the Bids are under consideration, Bidder and/or his representatives or the interested parties are advised to refrain from contacting by any means, the DHBVN and/or his employees/representative on matter related to the Bids under consideration. The DHBVN, if necessary, will obtain clarifications on the Bids by requesting for such information from any or all the Bidders, in writing. Bidders will not be permitted to change the substance of the Bids after the Bids have been opened. Any effort by a Bidder to influence the purchaser in any way may result in rejection of the Bidder’s Bid.

29. Award Criteria

29.1 The DHBVN will award the Contract package wise to one bidder per package whose bids have been determined to be substantially responsive and the Bidder determined to be qualified to perform the contract satisfactorily as decided by the awarding authority (in accordance to the DHBVN Procurement Manual/ The Delegation of Powers/State Govt. Policy).

29.2 After opening of the price bid, the following procedures shall be followed by Nigam:

i) The price discovery for the award of turnkey project shall be generally determined based on the rates quoted by the L1 bidder and the negotiations, if any, held with the lowest bidder. However, the award of turnkey works negotiations could be held up to L3 bidder, if the difference between the L1 quoted rate and those quoted by the L2 and L3 is within 5% of the L1 quoted rates. In cases where the L1 bidder refuses to further reduce the his offered price and the L2 or L3 bidder comes forward to offer a price which is better than the price offered by the L1 bidder, the bidder whose price is accepted becomes L1 bidder. However, in such a situation, the original L1 bidder shall be given one more opportunity to match the discovered price. In case of acceptance, he would be treated as the L1 bidder.

Tenders shall be decided as per the prevailing instructions of Government of Haryana/Nigam.

29.3 Further, the DHBVN reserves the right to award separate Contracts to two
or more parties in line with the terms and conditions specified in the tender Documents.

29.4 Notwithstanding to the fact that the Contract is termed as Supplies cum erection contract or divisive contract for supply and erection or indicates the breakup of the contract consideration, for conveyance of operation and payment of Sale Tax on supply portion, it is in-fact supply and erection, testing & commissioning contract on single source responsibility basis and Contractor is bound to perform the total contract in its entirety and non performance of any part or portion of the Contracts shall be deemed to be breach of the entire Contract.

30. **DHBVN’s right to accept any Bid and to reject any or all Bids**
   i) The DHBVN reserves the right to accept or reject any or all Bids, and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders on the grounds for the DHBVN’s action.

   ii) Pooling by the bidders is strictly prohibited. If it is found at any stage that pooling has been done by the various bidders, then their bids / tender may be cancelled and action against the defaulting bidders will be taken such as black listing /debarring them from Nigam tenders for two years.

31. **Notification of Award**
   32.1 Prior to the expiration of the period of Bid validity and extended validity period, if any, the Owner will notify the successful Bidder in writing by registered letter or by e-mail or fax, to be confirmed in writing by registered letter, that its Bid has been accepted.

   32.2 The notification of award will constitute the formation of the Contract.

32.3 Upon the successful Bidder’s furnishing of performance guarantee pursuant to Clause - 34, the Owner will promptly notify each unsuccessful Bidder and will discharge his Bid security, pursuant to Clause - 14.
32.4 The firms failing to honour LOIs shall be Blacklisted / Debarred from doing business with Nigam besides the other action as per terms & conditions of the contract. The period of blacklisting of the defaulting supplier / contractor will be upto 3 years. The blacklisting of the contractor / supplier should be notified to all Power Utilities in the country and the names of such blacklisted supplier / contractor would also be put on the website of the Nigam.

32. **Signing of Contract**
32.1 At the same time as the Owner notifies the successful Bidder that its Bid has been accepted the Owner will send the Bidder the Contract Form incorporating all agreements between the parties.

32.2 Within fifteen (15) days of the Notification of the Award the successful Bidder shall sign and date the Contract and return it to the Owner. In case the successful bidder fails to submit the Contract Agreements duly signed within 15 days from the date of issue of detailed contract, the payment will not be released till the bidder submits the Contract agreements and penalty @ 0.25% per week or a part thereof shall be deducted from their bill subject to maximum 1% of Contract value.

32.3 The final contract agreements shall be signed within 15 days from the date, the firm submits the final Contract Agreements in all respect.

33. **Contract Performance Guarantee**
33.1 Within 30 days of receipt of LOA/ LOI, the successful Bidder, to whom the work is awarded, shall be required to furnish a performance Bank Guarantee from a Scheduled / Nationalized Bank, in branch situated in Gurgaon / Hisar in the form attached in Section-VI to the Vol-I in favour of the Owner equal to 10% of total contract price (excluding the support services including O&M period) valid up to 90 days after the expiry of warranty period as detailed below:-

If the quoted rate is below estimated rates and the deviation is between 10% to 25% of the estimated rate, the contractor will submit performance Bank Guarantee equal to the difference between estimated price and quoted price in place of 15% of BG

e.g.
1. If Estimate Rate = Quoted Rate i.e. Rs. 100 (PBG = @10%) 
2. If Estimate Rate (Rs. 100) & Quoted rate Rs. 90 (PBG = @10%) 
3. If Estimate Rate (Rs. 100) & Quoted rate Rs. 85 (PBG = @15%) 
4. If Estimate Rate (Rs. 100) & Quoted rate Rs. 76 (PBG = @24%) 
5. If the Quoted rate is below Rs. 75 (Bid shall be rejected However, if the circumstances allow, the Nigam has right to considered the bid. 

In addition to the above, another Bank Guarantee equal to 10% of the cost of support services (including O&M) period valid upto 90 days after the expiry of support services (including O&M) period shall be required to furnished by the contractor before the start of the O&M period. Till the time the BG on account of O&M is not submitted the amount equivalent to the BG amount shall be withheld from the balance payment/retention amount. The contractor shall have the option to get this BG amount reduced in similar proportion to the quarterly payments made, with the approval of Engineer in charge and the contractor shall have to submit the new BG for the reduced amount.

33.2 Further penalty @ 0.35% per week or part thereof of the value of BG if bank guarantee not submitted within 30 days from the date of issue of LOA/LOI.

33.3 If the bank guarantee not submitted within 45 days from the date of issue of LOA/LOI, the employer/ Nigam reserves the right to cancel the LOA and initiate the action for allotment to L-2 firm at L-1 rate or below. However before the expiry of above mentioned 45 days the contractor may seek approval for grant of additional one month (maximum) on payment of the entire penalty amount for 45 days as mentioned above. The grant of one month will not entitle the firm to claim the extension of the scheduled completion time.

In case of quoted rates for the work being below 25% of the estimated rates, normally the bid shall be rejected. However, if the circumstances so warrant in view of extra ordinary performance of bidder in the past or other similar factors,
the bid can be considered with the approval of the next higher authority with reference to the purchasing authority. The approval of the Board of Directors will be required where purchasing authority is HPPC / SHPPC subject to below.

Note: Bank Guarantee would be issued by any scheduled Bank in branch situated in Gurgaon / Hisar.

33.4 The Performance Guarantee shall cover additionally the following guarantees to the Owner:

a) The Successful Bidder guarantees the successful and satisfactory operation of the material/equipment furnished and erected under the Contract, as per the specifications and documents.

b) The successful Bidder guarantees that the material and equipment provided and installed by him shall be free from all defects in design, material and Workmanship and shall upon written notice from the Owner fully remedy free of expenses to the Owner such defects as developed under the normal use of the said material and equipment within the period of guarantee specified in the relevant Clause of the Conditions of Contract.

33.5 The Contract Performance Guarantee is intended to secure the execution/ performance of the entire Contract.

33.6 The Performance guarantee will be returned to the Contractor without any interest at the end of the Warranty period with the approval of Chief Engineer/ Smart City Project, DHBVN, Gurgaon.

34. **Quantity Variation**

The employer reserves the right to increase or decrease the contract value & Services specified without any change in unit price or other terms & condition during the execution of contract depending upon the final route plan/actual execution required. The quantity of individual items may, therefore, vary as per final route plan and route profile of the line. The payment shall be made on actual basis for the material supplied and services rendered.
The Purchaser reserves the right to increase / decrease the quantity / value of works by +25% and – 25% respectively before the signing of contract and / or during the currency of the contract at the same rate terms and conditions.

The quantity variation allowed shall be within + 25% and -25% of contract value / works as a whole and not for each individual items.

Also, the employer reserves the right to increase or decrease the contract value for other similar works located at other places within + 25% and -25% of the contract value / works.

However, in addition to the above, delegation of powers for approval of variation, is as under:

1. Financial Variation up to + 10% shall be approved by the respective Chief Engineer.
2. Financial variation above + 10% and up to + 25% shall be approval by the Whole Time Directors.
3. Financial variation beyond + 25% shall be approval by the Board of Directors.

However, the negative financial variation upto – 25% against the contract cost coming out as result of the foot survey / actual erection, the respective Chief Engineer shall have the powers to approve the negative financial variation against the contract.

35. **Site Visit**
35.1 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for construction of the Works. The cost of visiting the Site shall be at the Bidder’s own expense.

35.2 The Bidder shall inspect the site of Works before Bidding and include in his Bid the cost of compensations payable for the standing crops or tree cuttings etc.
involved therein, if any. The Employer shall not be liable for any payment to the Bidder on this account.

35.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit.

36. **Storage of Material**
The Bidder shall store all the Material/Equipment in the well-maintained Store at his cost. All the services required for maintaining the Stores shall also be at the cost of the Bidder.

37. **Credit Facility**
The successful bidder shall submit the credit facility proof, specifically for the contract awarded, from any nationalized bank/Haryana Co-op bank, of amount not less than 25% of the award cost.

38. **Warranty Period**

The warranty of equipments shall be for the period as per provisions made in the Technical Specifications of the Nigam from date of commissioning or **60 (sixty) months from** the date of commissioning of the entire project, whichever is more. In case the warranty of an equipment is not specified then in that case the warranty of that item shall be **60 (sixty) months from** the date of commissioning of the entire project. The manufacturers of these materials should not be blacklisted by any SEB / Utility of any State of India. In case, it is found that the material supplied is from any blacklisting firm the same shall be out rightly rejected and the firm shall be liable to arrange the same at shortest period of time without any relaxation of extension in completion time.

39. **Empanelled Supplier**
The major items such as Cables, DTs, RMUs, Optical Fibre cable shall be procured by the contractors only from the firms who fulfil the minimum qualification criteria (whether empanelled or not) as prescribed in the tender documents besides other routine requirement of the documents. In case of items other than the above the material shall be supplied from the firms who are either empanelled in the Nigam or have techno
commercially qualified in the Material Management wing of either utility i.e. UHBVN & DHBVN during the last one year (counting from placement of work orders) or last matured purchase order or during the course of execution of the work under Smart City Project, Gurgaon. Any other manufacturer not covered above, shall also be considered and allowed with the approval of WTDs of Nigam in case of request for the same. The empanelment of additional firm will be done within one month subject to submission of all requisite documents.

The material shall be dispatched from this source only after inspection and approval by the authorized representative of the Employer. Installation of material will be as per the approved drawings and specification. The supplier of material will also supply the type test certificates which should not be older than the period as specified in the technical specifications, however, if the period of the type test is not specified in the technical specifications then in that case the type tests should not be more than 3 years old at the time of bid opening, at the time of inspection-call which will be further examined by the inspecting authority. However, no approval of GTPs of petty items such as nuts and bolts, stay sets, hardware fittings, pin, disc insulator, danger plate, number plate is required and material supplied should comply with relevant ISS wherever applicable.

40. **Quality Assurance Plan**
The successful bidder shall to follow the Quality Assurance Plan of Nigam in which detail regarding material quality assurance, quality assurance procedure, inspection requisition, procedure of conducting of inspection at firm's premises, sealing procedure for the inspected material, dispatch instructions and post Receipt Inspection / testing in DHBVN Stores, has been elaborated. Copy of Quality Assurance Plan of Nigam has been attached as annexure-A after Bill of Quantities (BOQ) for meticulous compliance by the bidder.

41. **Accounting and Returning of Dismantled Materials**
The dismantled material should be properly accounted and returned to Nigam’s store by the successful bidder.

42. **GTPs & Drawings**
All materials shall be supplied as per GTPs/ Drawings of the Nigam conforming to relevant ISS with latest amendments as applicable. An undertaking in this regard shall be submitted with the bid. However, the Successful bidder shall submit the required drawings/GTPs within stipulated period for approval of the Nigam.
43. **Jurisdiction of the Court:**
Gurgaon court shall have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

44. **Support Services (including O&M):** Separately attached as Appendix -1.

45. **Important Instructions to Bidders for e-tender:**

The e-tendering system has been introduced in DHBVN through the portal [https://haryanaeprocurement.gov.in](https://haryanaeprocurement.gov.in). The existing instructions to the bidders are for the offline mode of submission of tenders. But, with the introduction of e-tendering mode, the procedures as laid down below shall be followed. In the event of contradiction between the existing ITB for offline mode and following instructions for e-tendering, the procedures of e-tendering shall govern.

1. **Registration of bidders on eProcurement Portal:-**

   All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e - Procurement Portal i.e. [https://haryanaeprocurement.gov.in](https://haryanaeprocurement.gov.in). Please visit the website for more details.

2. **Obtaining a Digital Certificate:**

   2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

   2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant’s PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – [https://haryanaeprocurement.gov.in](https://haryanaeprocurement.gov.in).

   2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:
M/s Nextenders (India) Pvt. Ltd.

O/o. DS&D Haryana,

SCO – 09, IInd Floor,

Sector – 16,

Panchkula – 134108

E - mail: Chandigarh@nextenders.com

Help Desk: 1800-180-2097 (Toll Free Number)

2.4 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney/lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
2.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.7 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3 Opening of an Electronic Payment Account:

Tender document can be downloaded online. Bidders are required to pay the tender documents fees online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering Portal http://haryanaeprocurement.gov.in.

4 Pre-requisites for online bidding:

In order to bid online on the portal http://haryanaeprocurement.gov.in, the user machine must be updated with the latest Java. The link for downloading latest java applet is available on the Home page of the e-tendering Portal.

5 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed NIT and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at http://haryanaeprocurement.gov.in.

6 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal http://haryanaeprocurement.gov.in.

7 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that
ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

8 **Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, eService fee, EMD fees and Submission of Bid Seal (Hash) of online Bids:**

8.1.1 The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

8.1.2 The bidder shall upload the colour scanned copy of the DD/ Bank Guarantee of requisite amount towards EMD as given in the NIT, while submitting their bids online. The bidder shall have to submit the original DD / bank Guarantee towards EMD in the office of Chief Engineer/ Smart City Project, Gurgaon before due date and time of submission of bids as specified in the NIT, failing which their bids will not be considered and will be rejected straight away. The original DD / BG should be submitted in accordance with the clause 15.2 of Section-II (Instruction to Bidders) of Vol. I of bid document.

8.2 The bidders shall **upload** their technical offer containing documents , qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid).

The bidders shall **quote** the prices in price bid format.

8.3 Submission of bids will be preceded by submission of the digitally signed & sealed bid (Hash) as stated in the time schedule (Key Dates) of the Tender.

**NOTE:-**

(A) **If bidder fails to complete the Online Bid Preparation & Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.**
(B) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal http://haryanaeprocurement.gov.in.

(C) For help manual please refer to the 'Home Page' of the e-Procurement website at https://haryanaeprocurement.gov.in, and click on the available link 'System Requirement” to download the file.
SECTION III

CONDITIONS OF CONTRACT
TERMS AND CONDITIONS

1. Definition and Interpretations

1.1. Definition
In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them:

a) “Contract” means the agreement between the Employer and the Contractor for the execution of the complete Works incorporating the Conditions, Specifications, Employer’s Drawings and Contractor’s Drawings, price and other completed Schedules, Bid, Letter of Award and such further documents as may be expressly incorporated in the Letter of Award.

b) “Conditions” means conditions of Contract.

c) “Commencement Date” means the date of issue of letter of intent.

d) “Contract Agreement” means the documents recording the terms of the Contract between the Employer and the Contractor.

e) “Contract Price” means the sum stated in the Letter of Award as payable to the Contractor for execution and commissioning of the Works and adjusted, after optimization, on the basis provided in the Contract. It shall be the sum total of all the amounts entered by the Contractor in the Schedule of Prices.

f) “Contractor” means the person whose Bid has been accepted by the Employer and the legal successors in title to the Contractor but not (except with the consent of the Employer) any assignee of the Contractor.

g) “Contractor’s Drawings” means all drawings, samples, patterns, models and operation and maintenance manuals to be submitted by the Contractor in accordance with Clause-6 under the Contract.

h) “Contractor’s Equipment” means all appliances or things of whatsoever nature required for the purposes of the Works but does not include Plant.

i) “Contractor’s Risk” means the risk defined in Sub-Clause-37.4.

j) “Defects Liability Certificate” means the certificate to be issued by the Employer to the Contractor in accordance with sub Clause-30.10.

k) “Defects Liability Period” means one year following commissioning of line on load and Taking Over during which the Contractor is responsible for making good defects and damage in accordance with Clause-30.

l) “Employer/Owner” means the DAKSHIN HARYANA BIJLI VITRAN NIGAM and the legal successors in title to the Employer/Owner but not (Except with the consent of the Contractor) any assignees of the Employer/Owner.

m) “Employer’s Drawings” means all the Drawings and information provided by the Employer to the Contractor under the Contract.

n) “Force Majeure” has the meaning assigned to it under Sub Clause 44.1.

o) “Gross Misconduct” means any act or omission of the Contractor in violation of the most elementary rules of diligence which a conscientious Contractor in the same position and under the same circumstance would have followed.

p) “Notification of Award/Letter of Award” means the formal award by the Employer of the Bid incorporating any adjustments or variation to the Bid agreed between the Employer and the Contractor.
q) "Performance Guarantee" means the security to be provided by the Contractor in accordance with Sub Clause 10.1 for the due performance of the Contract.

r) "Plant" means Poles, Lines materials and all things to be provided under the Contract for incorporation in the Works.

s) "Program" means the Program to be submitted by the Contractor in accordance with Sub Clause 12.1 and any approved revision thereto.

t) "Provisional Sum" means a sum, described as such for the execution of Works or for the supply of goods or services to be used in accordance with sub Clause 36.1.

u) "Risk Transfer Date" means the date when the risk of loss or damage to the Works passes from the Contractor to the Employer in accordance with sub Clauses 38.2 and 39.1.

v) "Schedule of Prices" means the completed price schedule or any part or individual schedule thereof, submitted by the Contractor with his Bid and forming a part of the Contract documents.

w) "Site" means the place or places, where Work is to be done by the Contractor or to which Plant is to be delivered, together with so much of the area surrounding the same as the Contractor shall with the consent of the Employer use in connection with the Works otherwise that merely for the purposes of access.

x) "Specification" means the specification of the Works included in Bidding Documents and includes the Contract and any modification thereof made under Clause 31.

y) "Taking-over Certificate" means the Certificate to be given by the Engineer to the Contractor in accordance with Clause-29.

z) "Bid" means the Contractor’s priced offer to the Employer for the execution of the Works.

aa) "Tests on Completion" means the test specified in the Contract or otherwise agreed by the Employer and the Contractor to be performed before the Works are taken over by the Employer.

bb) "Time for Completion" means the time stated in the conditions of Contract for completing the Works or any Part thereof and passing the tests on completion calculated from the commencement date unless extended in accordance with Clause-26.

cc) "Variation Order" means any written order, identified as such issued to the Contractor by the Employer under Sub Clause 31.1.

dd) "Works" means all Plant to be provided and Work to be done by the Contractor under the Contract.

ee) "Government" means the Government of India/Government of Haryana.

ff) "Other Contractor" means any party or parties having a direct Contract with the Employer for Work outside the scope of this Contract and shall include any Sub-Contractor of this "Other Contractor"

gg) "Engineer" means Assistant Engineer/ Assistant Executive Engineer , Executive Engineer , Superintending Engineer , DHBVN appointed by the Employer for this Work.

hh) "Sub Contractor": The Sub-Contractor used herein refers to a party or parties having a direct Contract with the Contractor, whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Engineer-in-charge.
ii) **“Engineer-in-charge”** i.e. Chief Engineer / Smart City Project, Gurgaon concerned shall be the Nodal officer for the execution and monitoring of works in field. He will identify the Engineer/ Executive Engineer who will be directly responsible for the execution of Works, measurement and verification of bills for payments. Activities such as GTP/ Drg approval, inspections of material, foot survey approval etc, shall be the responsibility of the office issuing the work order.

1.2. Written Communication
Wherever in the Contract provision is made for communication to be “Written” or “in Writing” this means any hand-written, type written or printed communication including telex, cable and facsimile transmission addressed to the Engineer-in-Charge, Engineer or other agencies of the Owner, involved in execution of the Contract.

1.3. Notice, Consent and approvals
Wherever in the Contract provision is made for the giving of notice, consent or approval by any person, such consent or approval shall not be unreasonably withheld. Unless otherwise specified, such notice, consent or approval shall be in writing and the word “notify” shall be construed accordingly. Engineer-in-charge shall be Nodal Officer in this respect. He may delegate his powers to the subordinate officer wherever required. All such letter and notices shall be addressed by the Contractor to the Engineer-in-charge as required with a copy to Chief Engineer/Smart City Project, Gurgaon. However, routine correspondence may be exchanged by him with the Engineer with a copy to Engineer-in-charge.

1.4. Period
In these conditions “day” means calendar day, however, “Working day” as used therein means all calendar day excluding Sundays and all Gazetted holidays as admissible to field staff within India. “Month” and “Year” and all dates shall be reckoned according to the Gregorian Calendar.

2. **Employer’s Decisions and Instructions**
2.1. The Contractor shall proceed with the decisions and instructions given by the Employer or its representative in accordance with these conditions.
2.2. Confirmation in Writing
The Contractor may require the Employer to confirm in writing any decision or instruction of the Employer which is not in writing. The Contractor shall notify the Employer of such requirement without undue delay. Such a decision or instruction shall not be effective until written confirmation thereof has been received by the Contractor from Superintending Engineer /Smart City Project, Gurgaon or the Engineer identified by him/provided in the Contract.
3. **Assignment**
   The Contractor shall not assign the Contract or any part of his obligations under the Contract without the prior written consent of the Employer (Which shall not be unreasonably withheld). A charge in favour of the Contractor’s bankers of any monies due under the Contract shall not be considered an assignment.

4. **Sub Contracting**
   4.1. The Contractor may get whole of the erection job executed through his erection subcontractor. Except where, otherwise, provided by the Contract, the Contractor shall not sub-Contract any part of the Works without the prior written consent of the Employer (which shall not be unreasonably withheld). Any such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts defaults and neglects of any sub-Contractor, his agents, servants or Workmen as fully as if they were the acts, defaults or neglect of the Contractor, his agents or employees.
   4.2. If any Sub-Contractor, engaged upon the Work either executes any Work which, in the opinion of the Employer, is not in accordance with the Contract or in the opinion of the Employer, for any other reason is undesirable, the Employer may require the Contractor by written notice to terminate the sub-contract and the Contractor shall immediately dismiss the Sub Contractor and later shall forthwith leave the Site.
   4.3. All correspondence from any Sub-Contractor to the Employer shall be submitted only through the Contractor. Correspondence by the Sub-Contractor sent directly to the Employer will not be acknowledged or take cognizance of.

5. **Contract documents**
   5.1. **Ruling Language**
   Where versions of the Contract are prepared in different languages, the English version shall prevail.
   5.2. **Day to Day Communications**
   The day to day communications shall be in English Language only.
   5.3. **Priority of Contract Document**
   Unless otherwise provided in the Contract, the Contract documents shall be as follows in order of priority:-
   a) The letter of Award.
   b) The Technical Specifications.
   c) Conditions of Contract.
   d) Bidder’s Priced Offer.
   e) Any other documents forming part of the Contract.
   5.4. **Documents Mutually Explanatory.**
   Subject to Sub Clause5.3, the Contract documents shall be taken as mutually explanatory. The Employer shall clarify any ambiguities or discrepancies.

Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of any difference between scaled dimensions and figures on the
drawings, the figure shall prevail. In case of any difference between drawings and the Specifications, the specifications shall prevail.

6. **Drawings**

6.1. **Contractor's Drawings**

The Contractor shall submit to the Employer for approval:

a) Within the time given in the Contract or in the Program such drawings, samples, models or information as may be called for therein and in the numbers therein required, and

b) During the progress of the Works, such drawings of the general arrangement and details of the Works as specified in the Contract.

The Employer shall signify his approval or disapproval thereof. If he fails to do so within the given time frame or time given in the Contract or the Program or if no time limit is specified, within 21 days of receipt the Contractor’s drawings shall be deemed to be approved.

Approved drawings, samples, models shall be signed or otherwise identified by the Employer. Mere approval of the drawings by the Employer will not deviate the responsibility of the contractor.

The Contractor shall supply additional copies of approved drawings in the form and numbers stated in the Contract.

6.2. **Consequences of Disapproval of Contractor's Drawings.**

Any Contractor’s Drawings which the Employer disapproves, shall be forthwith modified to meet the requirements and shall be re-submitted with in seven days.

6.3. **Approved Contractor’s Drawings**

Approved Contractor’s Drawings shall not be departed from except as provided in Clause-31.

6.4. **Inspection of Contractor’s Drawings**

The Employer shall have the right at all reasonable times to inspect, at the Contractor’s premises, all Contractor’s Drawings of any part of the Works. The Employer shall have the liberty to assign this job to any Engineer/Agency at his discretion.

6.5. **Employer’s Use of Contractor’s Drawings.**

Contractor’s Drawings may be used by the Employer for no other purpose than completing, operating, maintaining, adjusting and repairing the Works.

6.6. **Contractor’s use of Employer’s Drawings.**

The Employer’s Drawings, Specification and other information submitted by the Employer to the Contractor shall remain the property of the Employer. They shall not, without the consent of the Employer, be used, copied or communicated to a third party by the Contractor unless necessary for the purposes of this Contract.

6.7. **Manufacturing Drawings.**
Unless otherwise specified in the Technical Specifications (Section-VII) the Contractor shall not be required to disclose to the Employer, the Contractor's confidential manufacturing drawings, designs, know-how or manufacturing practices, processes or operations.

7. **Error in Drawings.**
   7.1. **Error in Contractor's Drawings**
   The Contractor shall be responsible for any errors or omissions in the Contractor's Drawings unless they are due to incorrect Employer's Drawings or other written information supplied by the Employer. Approval by the Employer of the Contractor's Drawings shall not relieve the Contractor from any responsibilities under this Sub-Clause.

   The Contractor shall bear any cost he may incur as a result of delay in providing Contractor's Drawings and other information or as a result of errors or omissions therein, for which the Contractor is responsible.

   The Contractor shall at his own cost carry out any alterations or remedial Work necessitated by such errors or omissions for which he is responsible and modify the Contractor's Drawings and such other information accordingly.

   The performance of Contractor's obligations under this Clause shall be in full satisfaction of his liability under this Clause but shall not relieve him of his liability under Sub-Clause 27.1.

8. **Obligation of the Contractor.**
   8.1. **General Obligations**
   The Contractor shall, in accordance with the Contract, with due care and diligence, carry out the Works as per the scope of Work defined in the Technical specifications within the Time for Completion. The Contractor shall also provide all necessary Contractor's equipment, superintendence, labour and all necessary facilities thereof.

   The Contractor shall be deemed to have carefully examined the Bidding Documents, the Site and the existing installations, as applicable, and to have satisfied himself as to the nature and character of the Work to be executed, the prevailing meteorological conditions as well as the local uses and conditions and any other relevant matters and details before submitting his offer. Any information received from the Employer shall not in any way relieve the Contractor from his responsibility for supplying the equipment and material and executing his Work in terms of the Contract, including all details and incidental Work and supply of all accessories or apparatus which may not have been specifically mentioned in the Contract but are necessary for ensuring the complete installation and a safe and efficient operation of the Plant.

8.2. **Setting Out**
The Contractor shall set out the Works in relation to original points, lines and levels of reference given by the Employer in writing and provide all necessary instruments, appliances and labour for such purposes.

If at any time during the execution of Works, any error appears in the positions, levels, dimensions or alignment of the Work, the Contractor shall rectify the error. The Contractor shall bear the cost of rectifying the error, unless the error results from incorrect information supplied in writing by the Employer, or from default by another Contractor of the Employer, in which case the cost together with profit shall be borne by the Employer.

The checking of any setting-out by the Employer shall not relieve the Contractor of his responsibility for the accuracy thereof.

9. **Contract Agreement**
   The Contractor shall prepare and complete as per Contract Agreement signed as provided in Section-V at his cost and shall execute a Contract Agreement regarding all the terms of the Contract.

10. **Performance Guarantee**

10.1. The Contractor shall execute/furnish Performance Guarantee as per details given under Clause - 34 of Section-II (Instruction to Bidders). The form of the Performance Guarantee shall be as provided in Section-VI (Form-V) of this Bidding Document or in some other format that is acceptable to the Employer. In the event of any change in the Contract price the Performance Guarantee shall be adjusted, provided that such adjustment shall be subject to the approval of Employer. The Performance Guarantee shall be paid to the Employer on first demand without conditions or proof.

10.2. **Period of validity**
   The Performance Guarantee shall be valid until the Contractor has executed, completed and remedied defect in the Works in accordance with the Contract. No claim shall be made against the Performance Guarantee after the issue of the Defects Liability Certificate and Performance Guarantee shall be returned to the Contractor with the approval of CE/ Smart City Project, DHBVN, Gurgaon within 14 days of the issue of the Defects Liability Certificate as per Clause 30 of CoC.

10.3 **Non-compliance of Performance Guarantee Clause**
   In case successful bidder fails to submit Performance BG within 15 days from the date of issue of LOA/LOI, the action shall be initiated as per clause 33 of instruction to bidders.
11 Contract Price

11.1 Sufficiency of Contract Price

The Contractor shall be deemed to have satisfied himself of and taken account of in his Bid:-

a) All the conditions and circumstances affecting the Contract price
b) The possibility of carrying out the Works as described in the Contract.
c) The general circumstances at the Site.
   The general labour position at the Site and With respect to the above provision, the Contractor shall be deemed to have also satisfied himself, before Bidding with Existing conditions, nature of existing roads and bridges and other means of access to the Site Presence of artificial obstructions on ground or under ground or in air, boulders, or released water from and structures constructed for the existing sub-station or the like.
d) Stability of existing slopes in the Site
e) Nature of the surface and subsurface on or in which the Works are to be executed in or in the immediate vicinity of the Works, and the nature and extent of surface water or water contained in the subsoil by which the Works may be affected under all possible climatic conditions.

If the Specifications do not contain particulars of materials and Works which are obviously necessary for the proper completion of the Works, and the intention to include which is nevertheless to be inferred, all such materials and Works shall be supplied and executed by the Contractor without extra charge. If the Contractor requires additional information, he shall so request in writing to the Employer who will provide such detailed information as necessary within a reasonable time.

The Contractor shall be responsible for checking the information given in writing by the Employer for obvious omissions or inconsistencies, and for his interpretation of information received from whatever source.

11.2 Physical Obstructions and Conditions

If during the execution of the Works on Site, the Contractor encounters physical obstructions or conditions, which could not reasonably have been foreseen by the Contractor, the Employer shall certify, and these shall be added to the Contract Price, the additional cost of complying with any instruction which the Employer, after due consultation with the Contractor, issues to the Contractor in connection therewith.

12 Program
12.1 Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Program showing the general methods, arrangement, order and timing for all the activities in the Works along with monthly cash flow forecast.

12.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Work including any changes to the sequence of the activities.

12.3 The Contractor shall submit to the Engineer, for approval, an updated Program at intervals not longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

12.4 The Engineer’s approval of the Program shall not alter the Contractor’s obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

12.5 **PERT Chart:** The activity wise project PERT chart shall be given by the bidder. The progress of the work shall be reviewed as per PERT CHART within the scheduled completion period at the level of Chief Engineer.

13 **Contractor’s Representative.**

13.1 The Contractor shall, in addition to a project coordinator, employ one or more competent representatives to superintend the carrying out the Works on Site. They shall be fluent in the language for day to day communications. Their names shall be communicated in writing to the Employer before Work on Site begins.

Any instruction or notice which the Employer gives to the Contractor’s representative shall be deemed to have been given to the Contractor.

At least one of the Contractor’s competent representatives on each Site shall be fluent in speaking, writing, reading and understanding English.

13.2 **Objection to Contractor’s Employee**

The Contractor shall, upon the Employer’s written instruction remove from the Works any person employed by him in the execution of Works, who mis-conducts himself or is incompetent or negligent.

14 **Contractor’s Construction Management**

14.1 **Contractor’s Equipment**

All Contractors’ Equipment shall, when brought on to the Site, be, deemed to be exclusively intended for the execution of the Works. The Employer shall have lien on all such equipment brought to Site for the purpose of erection, testing and Commissioning of the 11 kV Lines. The Contractor shall not remove from the Site any such equipment, except:

a) When it is no longer required for the completion of the Works, or
b) When the Employer has given his consent.

14.2 **Authority for Access**

No persons other than the employees of the Contractor and his Sub-Contractors shall be allowed on the Site except with the written consent of the Employer.
Facilities to inspect the Works shall at all times be afforded by the Contractor to the Employer and his representatives, authorities and officials.

15 Compliance with Laws

15.1 Compliance with Statutes, Regulations
The Contractor shall, in all matters arising in the performance of the Contract, comply in all respects with, give all notices and pay all fees required by the provisions of any national or state statute, ordinance or other law or any regulation or by-law of any duly constituted authority.

The Contract shall in all respects be prepared and interpreted in accordance with the laws in force in India, including any such laws passed or made or coming into force during the period of the Contract.

The Contractor shall be fully responsible for deducting the P.F. of the employees/labour Working under him as per statutory regulations and depositing the same with the concerned authorities.

15.2 Compliance with Laws
The Contractor shall comply with the laws of India for manufacturing of equipment and erection of the lines.

16 Patents

16.1 Patent Rights
The Supplier shall indemnify the Purchaser against all claims of infringement of patent, trademark or industrial design arising from use of goods or any part thereof in India.

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all the expenses, court costs and lawyer fees. The purchaser will give notice to the supplier of such claim, if it is made, without delay.

17 Obligations of the Employer

17.1 Access to and Possession of the Site
The Employer shall in reasonable time, grant the Contractor access to and possession of the Site, which may, however, not be exclusive to the Contractor. The Contractor shall provide at his own cost any access, foot path structures, bridges and approach to the Work Sites from public roads in accordance with the requirement stipulated in the Technical Specification.
18 Labour

18.1 Engagement of Labour
The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all labour and for their payment, housing, feeding and transport.

The Contractor shall pay rates of wages and allowances according to the nature of the Works and observe hours and Working conditions of his employees, so as to be no less favourable to the employees than those generally prevailing in the region where the Works are to be carried out. At the same time the Contractor shall observe all regulations prescribed by the law of the Government and shall strictly comply with any agreement, custom, practice or award relating to the wages.

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with the required qualifications and experience from sources within the region of Work.

18.2 The Contractor will be expected to employ on the Work only his regular skilled employees with experience of the particular type of Work. No female labour shall be employed after darkness. No person below the age of eighteen years shall be employed.

18.3 In case, the Employer becomes liable to pay any wages or dues to the labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission and commission of the Contractor, the Employer may make such payments and shall recover the same from the Contractor's bills. The bidder shall follow the statutory provisions of the contract labour (Regulation and abolition) Act, 1970 and its amendments in conjunction with the regulations appended herein (the matter is under deliberation with the Nigam and any modification in the regulation / procedure in accordance with the contract Labour (R&A Act, 1970) shall be a part of the same).

19 Workmanship and Materials

19.1 Manner of Execution
All Plant to be supplied shall be manufactured and all Work to be done shall be executed in the manner set out in the Contract.

Where the manner of manufacture and execution is not set out in the Contract, the Work shall be executed in a proper and Work-man-like manner in accordance with recognized good practice.

19.2 Covering up Work
The Contractor shall give the Employer full opportunity to examine, measure and test any Work on Site which is about to be covered up or put out of view.

The Contractor shall give due notice to the Employer whenever such Work is ready for examination, measurement or testing.
The Employer shall then, unless he notifies the Contractor that he consider it unnecessary, without unreasonable delay carry out the examination, measurement or testing.

20 **Inspection & Testing**

20.1 *Independent Inspection*

The Employer may at his discretion delegate inspection and testing of material to an independent inspector.

20.2 *Dates for Inspection and Testing*

The Contractor shall give the Employer reasonable notice in writing of the date and the place at which any material will be ready for testing as provided in the Contract and Employer shall attend at the place so named within fifteen (15) days of the date, which the Contractor has stated in his notice. The Employer shall give the Contractor twenty four (24) hours notice in writing of his intention to attend the tests. The above notices shall be given at first by the quickest possible means and confirmed later in writing.

The Contractor shall forthwith forward to the Employer duly certified copies of the test results. If the Employer has not attended the test, he shall accept the validity of the test readings.

If on receipt of the Contractor’s notice of testing, the Employer’s representative does not find the material to be ready for testing, the costs incurred by the Employer for re-deputation of his representative shall be deducted from the Contract Prices.

The material after receipt in the Stores of the Nigam is liable to be inspected for its conformity to the specifications by a representative of the Contractor/supplier firm after giving one week’s registered notice to the supplier / contractor. In case the firm fails to depute a representative on the specified date the Utility would be free to get material checked on the absence of the firm’s representative for which the firm would have no reason to protest at any stage and would be fully responsible of the outcome.

The Time schedule of following are fixed as under :

i) Time schedule for inspection / issue of DI shall be 20 days, accordingly, activity wise bifurcation are as under:-
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>Period for deputing the inspecting officer/ Agency from the date of receipt of offer of inspection</td>
<td>5 days</td>
</tr>
<tr>
<td>b)</td>
<td>Period for inspection and submission of report thereof by inspecting officer / Agency.</td>
<td>10 days</td>
</tr>
<tr>
<td>c)</td>
<td>Period of scrutiny of inspection report and issue of dispatch instruction</td>
<td>5 Days</td>
</tr>
</tbody>
</table>

ii) Load losses and physical verification of transformers by the committee of Nigam at site/ store within 10 days.

20.3. **Facilities for Testing**

Where the Contract provides for tests on the premises of the Contractor or of any Sub-Contractor, the Contractor shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be necessary to carry out the tests efficiently. However, the Nigam’s authorised Inspecting Officer/ Inspecting agency shall use own testing instruments/equipment for testing.

20.4. **Sample testing after erection:**

The losses of the DTs as offered by the firm are required to be maintained during warranty period of the transformer. Owner reserves the right for random sample testing of material dispatched at site by sending the same to Nigam’s lab or workshop / Third party inspecting agency for testing in presence of contractor, after serving a fifteen days notice to contractor for witnessing the above test in the designated test house. In case the material fails on testing, the expenditure on the test shall be borne by the contractor and entire relevant lot of the material shall be rejected. In case the contractor fails to witness the test at Testing House the Owner may carry out the same in his absence and contractor shall have no right / claims whatsoever nor would have any claims/right to challenge the test results as declared / announced by the Test house.

In addition to the above, if the losses during the warranty period are found more / beyond the max. limit prescribed in technical specification, the entire lot shall be rejected & firm shall be liable to replace the same with new / fresh DTs, after observing the due procedure of inspection prescribed in Technical specification, within 45 days of such rejection.

20.5 **Inspection charges:**

It will be the responsibility of contractor to arrange the following:
j) To arrange the return Taxi/ Air travel at the contractors cost for the engineers/ officers deputed for carrying out the inspection of the material.

k) To arrange the minimum 3 star accommodation at the contractors cost for the boarding/ lodging and meals thereof for the engineers/ officers deputed for carrying out the inspection of the material.

l) To depute his authorized representative to associate during the inspection of the material.

In case of fake call or rejection of material or any other cause, the Nigam is not liable for reimbursement of the expenditure so incurred by the contractor. Further the penalties as applicable for fake call/ rejection of material etc as admissible shall be charged on the contractor.

21 Rejection

21.1 If as-a-result of the inspection, examination or testing referred to in Clause-20, the Employer decides that any Plant is defective or otherwise not in accordance with the Contract, he may reject such Plant and shall notify the Contractor there-of, immediately. The notice shall state the Employer’s objections with reasons.

The Contractor shall then with all speed make good the defect or ensure that any rejected Plant complies with the Contract.

If the Employer requires such Plant to be re-tested, the tests shall be repeated under same terms and conditions. All cost incurred by the Employer in the repetition of the tests shall be deducted from the Contract Price.

21.2 The contractor shall be responsible to pay penalty of Rs. 20,000/- for each occasion at which the fake inspection call has been made or the material is rejected during testing/inspection by the authorized agency/representative of the Nigam. This penalty would be in addition to the expenses incurred by the Nigam in deputing the Inspecting Officer, carrying out such inspection.

22 Permission to Deliver.

The Contractor shall apply in writing to the Employer for permission to deliver any Plant or Contractor’s equipment to the Site. No Plant or Contractor’s equipment may be delivered to the Site without the Employer’s written permission in the form of Material Inspection & Clearance Certificate (MICC) for dispatch.

The Contractor shall be responsible for the receipt at Site of all Plant and Contractor’s equipment delivered for the purposes of the Contract and shall, upon arrival at Site, give a notice to the Employer when and where it has arrived and/or been stored.

23 Suspension of Works, Delivery or Erection.
23.1 Order to Suspend.
The Employer may at any time instruct the Contractor to: -

a) Suspend progress of the Works, or  
b) Suspend delivery of Plant or Contractor’s Equipment which is ready for delivery to the Site at the time for delivery specified in the Program or if no time is specified, at the time appropriate for it to be delivered or  
c) Suspend the erection of Plant, which has been delivered, to the Site.

When the Contractor is prevented from delivering or erecting Plant in accordance with the Program by reason of any delay or failure on the part of the Employer, or of failure by the Employer to give permission to deliver or by any cause for which the Employer is responsible, the Employer shall be deemed to have instructed a suspension provided the Contractor has given the notice of the same within fifteen (15) days of such occurrence and the Employer does not respond to such a notice by the Contractor.

The Contractor shall during suspension protect and secure the Works or Plant affected at the Contractor's Works or elsewhere or at the Site, as the case may be against any deterioration, loss or damage.

24 Effects of Suspension.

24.1 Cost of Suspension.
The additional cost incurred by the Contractor in protecting, securing and insuring the Works or Plant and in following the Employer’s instructions under Sub Clause-23.1 and in resumption of the work, shall be added to the Contract Price except that no such addition to the Contract Price shall be made if the suspension or deemed suspension is for a period less than 10 days.

The Contractor shall not be entitled to be paid any additional cost if such suspension is necessary, by reason of a default on the part of the Contractor or for the proper execution, or for the safety of the Works or Plant, unless such necessity results from any act or default of the Employer or in consequence of any of the Employer’s Risks.

The Contractor shall not be entitled to additional cost unless he notifies the Employer of his intention to make such claim, within 10 days after receipt of the order to suspend progress or delivery of the date of deemed suspension under Sub Clause-23.1.

24.2 Prolonged Suspension.
If suspension under Clause 23.1 has continued for more than 180 days and the suspension is not due to the Contractor’s default, the Contractor may give notice to the Employer requiring permission to proceed with the Works within 30 days.

If permission is not granted within that time, the Contractor may treat the suspension as an omission under Clause-31 of the portion it affects, or if the suspension affects the whole of the Works, terminate the Contract and the provisions of Clause-46 shall apply.
24.3 **Resumption of Work.**

If the Contractor chooses not to treat prolonged suspension an omission or termination under Sub Clause 24.3, the Employer shall upon the request of the Contractor, take over the responsibility for protection, storage, security and insurance of the suspended Works and of the Plant which has been delivered to the Site and which is affected by suspension and the risk of loss or damage thereto, shall thereupon, pass to the Employer. After receipt of permission or an order to proceed, the Contractor shall after due notice to the Employer, examine the Works and the Plant affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant that may occur during the suspension. Cost properly incurred by the Contractor, which would not have been incurred but for the suspension shall be added to the Contract Price together with profit.

The Contractor shall not be entitled to payment for costs incurred in making good any deterioration, defect or loss caused by faulty Workmanship or materials or by the Contractor’s failure to take measures specified in Sub Clause -23.1.

If the Employer has taken over risk and responsibility for the suspended Works under this Sub Clause, risk and responsibility shall revert to the Contractor-15 days after receipt of the permission or order to proceed.

25 **Completion**

**Time for Completion:**

The infrastructure work shall be completed and shall have passed the Tests on completion within 18 (eighteen) months from the date of issue of Letter of Intent (LOI).

Date of inspection and clearance by Chief Electrical Inspector and commissioning thereof will be considered as date of completion of works.

The support services (including O&M) shall be for a period of 5 (five) years commencing from the date of completion, commissioning and handing over to DHBVN of the entire infrastructure project.

26 **Extension of Time for Completion.**

26.1 **Causes for Extension of Time for Completion.**

The Contractor may claim an extension of the Time for Completion if he is or will be delayed in completing the Works by any of the following causes:-

a) Extra or additional Work ordered in writing under Clause-31, other than those quantity variations arising out of soil conditions or route alignment.

b) Physical obstructions or conditions other than those which could reasonably have been foreseen by the Contractor.
c) Employer’s instructions, otherwise than by reason of the Contractor’s default.
d) The failure of the Employer to fulfill any of his obligations under the Contract.
e) Delay by any Other Contractor engaged by the Employer, affecting this Contract.
f) Any suspension of the Works under Clause-23, except when due to the Contractor’s default.
g) The Employer’s risk, if and when they constitute the sole reason for the delay in completion of Works.
h) Force Majeure.

The Contractor shall give to the Employer, notice of his intention to make a claim for an extension of time within 15 days of the occurrence of any of the above cause(s) for such a claim becoming known to the Contractor. The notice shall be followed as-soon-as possible by the claim with full supporting details.

The Employer shall, after due consultation with the Contractor grant the Contractor from time to time, either prospectively or retrospectively, such extension of Time for Completion as may be justified and notify the Contractor accordingly.

The Contractor shall be entitled to such extension whether the delay occurs before or after Time for Completion.

26.2 Delays by Sub-Contractors.
The Contractor shall be entitled to claim an extension of time if delay on the part of a Sub-Contractor is due to a cause mentioned in Clause-26.1 and such delay prevents the Contractor from meeting the Time for Completion.

26.3 The power to decide the extension in completion period of turnkey contracts shall vest with the Board of Directors, in case the awarding authority is HPPC (of State Govt.) or Utility’s High Power Purchase Committee. Such cases for granting of extension in completion period in respect of turnkey works be put up to the Board duly considered on merit and recommended by WTD.

26.4 Hindrance Register:
For the proper project monitoring it has been decided to maintain a hindrance register at works site wherein contractor is allowed to write the problems being faced during the execution of the works. The register shall be checked/ reviewed by the Smart City Project, Gurgaon wing on monthly basis.

27 Penalty for Delay in Work.
27.1 Penalty: 0.5% per week or part thereof subject to maximum of 2% of value of left over work up to 1st 4 weeks and @ one percent per week or part thereof in case the delay is beyond 4 weeks subject to maximum up to 10% of value of left over works / project.

The Employer may without prejudice to any other method of recovery, deduct the amount of such penalty from any amount due or to become due to the Contractor.
The deduction of the penalty shall be made from the running bills of the contractor proportionately to the bill amount subject to the maximum of 10% of that bill amount. The remaining penalty amount shall be adjusted from the final bill of the contractor.

The payment or deduction of such penalty shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligation and liabilities under the Contract.

27.2 Incentives:

An incentive for early completion of all the works of the NIT as a whole from the completion period as per clause 25 and in accordance with clause 29.2 will be given to the contractor @ 0.25% per week or part thereof, but maximum upto 5% of the contract value.

28 Tests on Completion.
The Contractor, except where otherwise specified, shall arrange such labour, materials, fuel, water, stores and apparatus as may be reasonably required to carry out such tests efficiently.

29 Taking Over.

29.1 The Works shall be taken over by the Employer when they have been completed in accordance with the Contract, except in minor respects that do not affect the use of the Works for their intended purpose, have passed the Tests on Completion and Taking-over Certificate has been issued or deemed to have been issued in accordance with Sub Clause-29.2.

29.2 Taking Over Certificate.
The Contractor may apply by notice to the Employer for a Taking-Over Certificate not earlier than 30 days before the Works will in the Contractor’s opinion be complete and ready for Taking Over under Sub Clause-29.1.

The Employer shall within 30 days after the receipt of the Contractor’s application either:

a) Issue the Taking Over Certificate to the Contractor stating the date on which the Works were completed and ready for Taking Over, or
b) Reject the application giving his reasons and specifying the Work required to be done by the Contractor to enable the Taking-Over Certificate to be issued.

If the Employer fails either to issue the Taking Over Certificate or to reject the Contractor’s application within the period of 30 days he shall be deemed to have issued the Taking Over Certificate on the last day of that period.

29.3 Use before Taking Over.
The Employer shall not use any part of the Works unless a Taking Over Certificate has been issued in respect thereof.

If nevertheless the Employer uses any part of the Works, that part which is used shall be deemed to have been taken over on the date of such use. The Employer
shall on request of the Contractor issue a Taking –Over-Certificate accordingly. If the Employer uses any part of the Works before Taking Over, the Contractor shall be given the earliest opportunity of taking such steps as may be necessary to carry out the Tests on Completion.

The provisions of Sub Clause-27 shall not apply to any part of the Works while being so used by the Employer, Clause-30 shall apply as if the part had been taken over on the date it was taken into use.

29.4 Interference with Tests on Completion.
If the Contractor is prevented from carrying out the Tests on Completion by an act of the Employer without assigning any valid reason, the Employer shall be deemed to have taken over the Works on the date when the Tests on Completion would have been completed for such prevention subject to mutual agreement between the Employer and the Contractor. The Employer shall issue a Taking Over Certificate accordingly.

The Works shall not be deemed to have been taken over if they are not in accordance with the Contract.

If the Works are taken over under the Clause the Contractor shall nevertheless carryout the Tests on Completion during the Defects Liability Period. The Employer shall require the Tests on Completion to be carried out by 15 days notice and in accordance with the relevant provision of Clause-28.

30 Guarantee
30.1 The contract shall warrant that the equipment will be new, unused and in accordance with contract documents, and free from defects in material and workmanship for a period as specified in the warranty clause of Technical specification (TS) from the date of commissioning or 60 months from the date of commissioning of the entire project, whichever is more. In case the warranty of an equipment is not specified then in that case the warranty of that item shall be 60 (sixty) months from the date of commissioning of the entire project. The contractor’s liability shall be limited to the replacement of any defective part in the equipment of his own manufacture or those of his sub contractors under normal use, and arising solely from faulty design, material and/or workmanship provided always that such defective parts are repairable at the site and are not in meantime essential in the commercial use of the equipment. Such replaced/defective parts shall be returned to the contractor unless otherwise arranged. No repairs of replacement shall normally be carried out by the owner when the equipment is under the supervision of contractors supervisory engineer. In case the
firm/supplier/contractor fails to replace the damaged material within stipulated period of 45 days, interest @ 10% shall be charged on the value of the material remained blocked.

30.2 In case of Electronic Meters and all transformer with CSP and conventional transformer above 25 kVA the supplier shall be made responsible to replace free of cost, with no transportation or Insurance cost to the Nigam, up to the destination, the whole or any part of the material which in normal and proper use proves defective in quality or workmanship, subject to the condition that the defect is noticed within 78 months from the date the material received by the consignee or 72 months from the date of Installation which ever period may expire earlier. The consignee or any other officer of the Nigam actually using the material will give prompt notice of each such defect to the supplier as well as the Purchasing authority and the Controller of Stores. The replacement shall be effected by supplier within a reasonable time, but not, in any case, exceeding 45 days. The supplier shall also arrange to remove the defective supply within a reasonable period but not exceeding 45 days from the date of issue of the notice in respect thereof. Upon the firm failing to do so, the damages/defects may be got rectified by the Nigam and the cost adjusted from the firm’s pending dues and/or security deposit against this or any other contract in force and the balance left be got deposited good by the supplier. The Nigam may withhold the amount equal to cost of defective material. The warranty of replaced material shall be limited to the balance period of original warranty period specified in the technical specification.

30.3 In the event of any emergency, where in the judgment of the engineer, delay would cause serious loss of damages, repairs or adjustment be made by the owner or a third party chosen by the owner without advance notice to the contractor and cost of such works shall be paid by the contractor. In event, such action is taken by the Employer the contractor will be notified promptly and he shall assist in making necessary correction. This shall not relieve the contractor of his liabilities under the terms and conditions of the contractor.

30.4 If it becomes necessary for the contractor to replace or renew any defective portions, the provision of this clause shall apply to portion of the works so replaced or renewed until the expiry of twelve months from the date of replacement/renewal of the defective parts/portion of work. If any defects are not remedied within reasonable time the owner may proceed to do the work at the contractor’s risk and cost. But without prejudice to any other rights which the owner may have against the contractor in respect of such defects.

30.5 The repaired or new parts will be furnished and erected free of cost by the contractor. If any repair is carried out on his behalf at the site the contractor shall bear the cost or such repairs.
30.6 The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the contractor the same shall be borne by the contractor.

30.7 The acceptance of the equipment by the owner shall in no way relieve the contractor or his obligations under this clause.

30.8 In case of those defective parts which are not repairable at site but are essential for the commercial operation of the equipment, the contractor and the owner shall mutually agree to a program of replacement or renewal which will minimize interruptions to the maximum extent, in the operation of the equipment.

30.9 At the end of the guarantee period the contractor's liability ceases except for latent defects(*). For latent defects the contractor's liability as mentioned in clause No.30.1 through 30.7 above shall remain till the end of three years from the date of completion of guarantee period.

30.10 The provisions contained in this clause will not be applicable;
   a) If the owner has not used the equipment according to generally approved industrial practice and in accordance with the conditions or operation specified and in accordance with manuals, if any.
   b) In case of normal wear & tear of the parts to be specifically mentioned by the contractor in the offer.
   (*) Latent defect shall mean such defects caused by faulty design, material or workmanship which cannot be detected during inspection, testing etc. based on the technology for carrying out such tests


31.1 Employer's right to Vary

The Employer may issue Variation Order to the Contractor at any time before the Works are taken over, instruct the Contractor to alter, amend, omit, add to or otherwise vary any part of the Works. The Contractor shall not vary or alter any of the Works, except in accordance with a Variation Order from the Employer. The Contractor may, however, at any time propose variations of the Works to the Employer.

31.2 Variation Order Procedure

Prior to any Variation Order under Sub Clause 31.1, the Employer shall notify the Contractor of the nature and form of such variation.

As soon as possible after having received such notice, the Contractor shall submit to the Employer: -
a) A description of Work, if any, to be performed and a Programme for its execution, and

b) The Contractor’s proposals for any necessary modifications to the Programme according to Sub Clause 26.1 or to any of the Contractor’s obligations under the Contract, and

c) The Contractor’s proposals for adjustment to the Contract Price.

Following the receipt of the Contractor’s submission the Employer shall, after due consultation with the Contractor, decide as soon as possible whether or not the variation shall be carried out.

If the Employer decides that the variation shall be carried out, he shall issue a Variation Order clearly identified as such in accordance with the Contractor’s submission or as modified by agreement. If the Employer and the Contractor are unable to agree to the adjustment of the Contract Price, the provisions of Sub Clause 31.3 shall apply.

31.3 *Disagreement on adjustment of the Contract Price.*

If the Contractor and the Employer are unable to agree on the adjustment of the Contract Price, the adjustments shall be determined in accordance with the rates specified in the Schedule of Prices.

If the rates contained in the Schedule of Prices are not directly applicable to the specific Work in question, suitable rates shall be established by the Employer reflecting the level of pricing in the Schedule of Prices. Where rates are not contained in the said schedule, the amount shall be such as is in all the circumstances reasonable. Due account shall be taken of any over or under recovery of overheads by the Contractor in consequence of the variation.

Whenever by these conditions the Contractor is entitled to be paid cost, such cost shall be properly incurred and shall include any overhead charges properly allocable thereto but not profit unless so stated. Any profit entitlement shall be added to cost at the percentage of 10%.

The Contractor shall also be entitled to be paid:-

a) The cost of any partial execution of the Works rendered useless by any such variation, and

b) The Cost of making necessary alterations to Plant already manufactured or in the course of manufacture or of any Work done that has to be altered in consequence of such variation.
The Employer shall on this basis determine the rates and prices to enable on account payment to be included in certificates of payment.

31.4 Contractor to Proceed

On receipt of a Variation Order, the Contractor shall forthwith proceed to carry out the variation and be bound to these Conditions in so doing as if such variation was stated in the Contract.

The Work shall not be delayed pending the granting of an extension of the Time for Completion or an adjustment to the Contract Price under Sub Clause 31.3.

31.5 Records of Costs

In any case where the Contractor is instructed to proceed with a variation prior to the determination of the adjustment to the Contract Price in respect thereof the Contractor shall keep records of all the cost of undertaking the variation and of time taken on its execution. Such records shall be open to inspection/verification by the Employer at all reasonable times.

32 Ownership of Plant

Plant to be supplied pursuant to the Contract shall become the property of the Nigam, once the Plant is handed over to Nigam.

33 Terms of Payment

33.1 FOR ELECTRICAL AND CIVIL WORKS

The NIT of the project has numerous items listed which are required for the execution of the project with tentative quantities required there-against. The supply, erection and payment of individual items shall be in general regulated in accordance with the Quality Assurance Plan of Nigam but with following modification:

1. The bidder shall supply material only in lots of individual items. The individual lot size shall not exceed 30% of the total quantity of that item given in the work order.

2. The 1st lot of an item shall be supplied strictly as per the schedule given in the approved PERT chart. The request for allowing supply of any item which is required at a later stage as per the PERT chart shall not be entertained before requirement.
3. After supply of each lot of an item, the same shall be subjected to verification by the Joint Verification committee as per the Nigam’s Quality Assurance Plan.

4. Only after Joint Verification Report by the designated committee, payment of 70% of the cost of material supplied in the 1st lot shall be payable.

5. As the contractor starts erecting the material, the balance 15% payment of supply of material shall be released along with the 85% of the erection cost of that material.

6. The balance 15% of supply cost and 15% of erection cost shall be retained till the successful commissioning of the project.

7. As the supply and erection of material shall be continued at a set pace, therefore for the continuity of supply of material, the 2nd lot shall be allowed only after at least 60% of the material supplied in 1st lot has already been erected and certified by Engineer in charge.

8. For the payment of supply of material as well as erection of material, the procedure given above shall be followed.

9. 3rd lot shall be allowed only when the 60% of preceding lot and 100% of all the previous lots has been erected. The supply and erection payment shall be regulated as given above.

10. Further lots shall be regulated likewise.

11. The retention amount of 15% supply of material 15% erection of material shall be released only after successful completion of the project and certification by Engineer in charge and Chief Electrical Inspector.

12. The invoices shall be verified by the office of Smart City Project, Gurgaon.

For Support services (including O&M):

1. The payment towards the support services (including O&M) period shall be payable on quarterly basis after equally dividing the entire cost of support services (including O&M) into the five year period, quarterly. The invoices shall be verified by XEN/ Operation concerned for submission of the same to office of Smart City Project, Gurgaon through SE/ Operation, Gurgaon.

Common:

1. The payment of the cost of material including excise duty, sales tax, freight, insurance etc. will be made on receipt of material after verification at the project site/stores as mentioned above.

2. All the statutory requirement as well other formalities shall be got completed before release of final payment.

3. The payment in the above cases shall be made on 30th day of submission of the bill and requisite documents to the executing office by the contractor after attending the discrepancies / shortcomings, if any pointed out by the Engineer-in-charge/Executing office. All payments shall be made by the purchaser or his authorized agent to the supplier in rupees in India.

4. Further a rebate of 0.35 percent per week or part thereof shall be availed of by the purchase, if payment is made earlier than the period specified.

5. The complete bill along with required documents & certificates on the bills shall be forwarded by the Engineer-in-charge to FA/ Smart city Project for scrutiny/ pre-audit and for pass and payment to the contractor.
33.2 **Delivery and documents on Dispatch**

a) Copies of the Contractor’s invoice showing letter of award reference goods description, quantity dispatched, unit price, total amount (4 copies).

b) Packing list identifying contents of each Bid/Package (4 copies).

c) Receipted LR duly verified by AE/Smart City Project.

d) Manufacturer’s/Contractor’s guarantee certificate of quality.

e) Material Inspection Clearance Certificate (MICC) for despatch issued by the Employer’s representative and the Contractor’s factory inspection report (2 copies) and insurance certificate (2 copies)

The above documents should reach the Employer within seven days from the date of dispatch to enable the Employer to make timely payment to the Contractor.

33.3 **Payment of Contractor’s Bills.**

Payment due to the Contractor shall be made by crossed cheque. Such cheques shall be issued direct to the Contractor on furnishing a stamped receipt for the amount of the cheque or to his authorised representative who has, a power of attorney, conferring, authority of the Contractor to receive such payment from the Engineer except where the Bidders are described in their Bid as a firm, in which case the receipt must be signed in the name of the firm by one of the partners or by some other persons holding a power of attorney authorising him to do so by other partners.

33.4 The receipt of an accountant or clerk for any money paid by the Contractor will not be considered as an acknowledgement of such payment to the Executive Engineer and the Contractor shall be responsible for ensuring that he procures receipt signed/countersigned by the Executive Engineer.

33.5 **Packing**

The Contractor shall provide such packing of the material as is required to prevent their damage or deterioration during transit to their destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling, during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage, packing case size and weights shall take in to consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking and documentation within and outside the Bid/ Packages shall comply strictly with special requirements as shall be expressly provided for in the Contract and in any subsequent instructions given by the Employer.

33.6 **Indemnity Bond**
For the material to be provided by the Contractor, it will be the responsibility of the Contractor to take delivery, unload and store the materials at Site and execute an indemnity bond, trust receipt and obtaining authorisation letter as per Performa given at Section-V in favour of the Employer against loss, damage and risk involved for the full value of the materials. The indemnity Bond shall be furnished by the Contractor before commencement of the supplies and shall be valid till the scheduled date of testing, commissioning and handing over of the 33 kV substations, 33 kV & 11 kV lines to the Employer.

33.7 Issue of Certificate of Payment

Within 21 days after receiving an application for payment, which the Contractor was entitled, the Employer shall issue a certificate of payment to the Contractor showing the amount due. A certificate of payment, other than Final Certificate of payment, shall not be withheld on account of any part of the payment applied for being disputed. In such case a certificate of payment for the undisputed amount shall be issued.

33.8 Corrections to Certificates of Payment

The Employer may in any certificate of payment make any correction or modification that should have been properly made in respect of any previous certificates.

33.9 Payment

The Employer shall pay the amount certified within 15 days from the date of issue of each certificate of payment to the Contractor at his principal place of business.

33.10 Application for Final Certificate of Payment

The Contractor shall make application to the Employer for the Final Certificate of payment within 30 days after the issue of Taking Over Certificate by the Employer.

The application for the Final Certificate of payment shall be accompanied by the final account prepared by the Contractor and reconciled with the Employer. The final account shall give full details of the value of all Plants supplied and Work done under the Contract together with:

a) Such additions to or deductions from the Contract price as have been agreed, and
b) All claims for additional payment to which the Contractor may consider himself entitled.

33.11 Issue of Final Certificate of Payment

The Employer shall issue to the Contractor, the Final Certificate of Payment within 30 days after receiving an application in accordance with Sub Clause 33.10. If the Contractor has
not applied for a Final Certificate of Payment within the time specified in Sub Clause 33.10
the Employer shall request the Contractor to do so within a further period of 30 days. If
the Contractor fails to make such an application, the Employer shall issue the Final
Certificate of Payment for such amount, as he deems correct.

33.12 Final Certificate of Payment conclusive.

A Final Certificate of Payments shall be conclusive evidence of the value of the Works,
that the Works are in accordance with the Contract and that the Contractor has performed
all his obligations under the Contract except the obligations arising during the Defects
Liability Period. Payment of the amount certified in the Final Certificate of Payment shall
be conclusive evidence that the Employer has preformed all his obligations under the
Contract. A Final Certificate of payment or payments shall not be conclusive:

a) To the extent that fraud or dishonesty relates to or affects any matter dealt within the
certificate, or
b) If any arbitration or court proceedings under the Contract have been commenced by
either party before the expiry of 90 days after the issue of the Final Certificate of
Payment.
c) In the event of any defects being noticed during the Defects Liability Period.

33.13 Failure to provide Drawings

Should the Contractor fails to provide drawings, diagrams, microfilms or other information
forming part of the Works, at the time specified in the Contract, the payment which
becomes due to the Contractor in accordance with the Contract will be delayed by a period
of time equal to the delay in providing the information.

34 Claims

34.1 Procedure

In any case where under these conditions there are circumstances which the
Contractor considers entitle him to claim additional payment, the Contractor shall:-

a) If he intends to make any claim for additional payment he will give to the
Employer notice of his intention to make such claim within 30 days after the
said circumstances became known to the Contractor stating the reasons for
his claim, and
b) As soon as reasonably practical, after the date of such notice shall submit to
the Employer full and detailed particulars of his claim but not later than 45
days after such notice unless otherwise agreed by the Employer. In any event
such particulars shall be submitted no later than the application for the Final
Certificate of Payment. The Contractor shall thereafter promptly submit such
further particulars as the Employer may reasonably require to assess the
validity of the claim.
34.2 **Assessment**
When the Employer has received full and detailed particulars of the Contractor's claim in accordance with Sub Clause 34.1 and such further particulars as he may reasonably have required he shall after due consultation with the Contractor determine whether the Contractor is entitled to additional payment and notify him accordingly.

The Employer may reject any claim for additional payment which does not comply with the requirements of Sub-Clause 34.1.

35 **Currency and Rates of Exchange.**
All payments shall be made in Indian Rupees only.

36 **Set Off & Risk Procedure**

36.1 **Set Off**
Any such money due and payable to the Contractor under the Contract may be appropriated by the Owner and set-off against any claim of the Owner for the payment of a sum of money arising out of or under this Contract or any other Contract entered into by the Contractor with the Owner.

36.2 **Contractor's Default Liability**
In the event of breach of any of the terms and conditions by the Contractor, the Employer can terminate the Contract without any notice to the Contractor at any stage and the Contractor shall have no claim whatsoever on the Employer on this account. But the Contractor shall be liable to pay to the Employer a sum equivalent to 10% of the value of the Contract as liquidated damages and not as penalty. The Contractor shall in addition and without prejudice to the above said damages, make good any loss or damage that may be incurred by the Employer in getting the left out Works executed from elsewhere at the risk and cost of the Contractor.

In case of delay in the execution of Works, the Owner will have the right to get the Work executed from any alternative source, at the sole risk and cost of the Contractor. Any extra expenditure incurred in such action shall be recoverable in full from the Contractor in addition to Owner's right of claim for liquidated damages.

37 **Risk and Responsibility**

37.1 **Allocation of Risk and Responsibility**
The Risks of loss of or damage to physical property and the death and personal injury which arise in consequence of the performance of the Contract shall be allocated between the Employer and the Contractor as follows:-

a) The Employer: The Employer's Risks as specified in Sub Clause 37.2 & 37.3.

b) The Contractor: The Contractor's Risks as specified in Sub Clause 37.4.
37.2 Employer’s Risks

Employer’s risk shall be as under:

Insofar as they relate to the country where the Works are to be erected:

* War and hostilities (Whether war be declared or not), invasion, act of foreign enemies.

* Rebellion, revolution, insurrection, military or usurped power or civil war.

* Ionizing radiation or contamination by radioactivity from any nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear component, thereof.

37.3 Employer’s Risks Under all circumstance:

a) Use or occupation of the Works or any part thereof by the Employer.

b) The use or occupation of the Site or any part thereof for the purposes of the Contractor, or interference, temporary or permanent with any right-of-way, light, air or water any easement, way-leaves or right of similar nature which is the inevitable result of the construction of the Works in accordance with the Contract.

c) The act, neglect or omission or breach of Contract or of statutory duty of the Employer.

37.4 Contractor’s Risks

The Contractor’s Risks are all risks other than those identified as the Employer’s Risks.

38 Care of Works

38.1 Contractor’s Responsibility for the Care of the Works.

The Contractor shall be responsible for the care of the Works from the commencement date until the Risk Transfer Date applicable thereto under Sub Clause 38.2.

The Contractor shall also be responsible for the care of any part of the Works upon which any outstanding Works is being performed by the Contractor during the Defects Liability period until completion of such outstanding Work.

38.2 Risk Transfer Date

The Risk Transfer Date in relation to the Works is the date of occurrence of any of the following:-

a) The date of issue of the Taking-Over-Certificate, or

b) The date when the Employer is deemed to have issued the Taking-over-Certificate or the Works are deemed to have been taken over in accordance with Clause-29, or

c) The date of expiry of the notice of termination when the Contract is terminated by the Employer or the Contractor in accordance with these conditions.

39 Passing of Risk
39.1 Passing of Risk of loss of or Damage to the Works
The Risk of loss of or Damage to the Works shall pass from the Contractor to the Employer on the Risk Transfer Date applicable thereto.

39.2 Loss or Damage Before Risk Transfer Date.
Loss of or Damage to the Works occurring before the Risk Transfer Date shall:-

a) To the extent caused by any of the Contractor’s Risks, be made good forthwith by the Contractor at his own cost, and
b) To the extent caused by any of the Employer’s Risks, be made good by the Contractor at the Employer’s expense if so required by the Employer within 30 days after the occurrence of the loss or damage. The price for making good such loss and damage shall be in all circumstances reasonable and shall be agreed by the Employer and the Contractor, or in the absence of agreement, shall be resolved under Clause-50.

39.3 Loss or Damage After Risk Transfer Date.
After the Risk Transfer Date, the Contractor’s liability in respect of loss or damage to any part of the Works shall, except in the case of Gross Misconduct, be limited:-

a) To the fulfillment of the Contractor’s obligations under Clause-30 in respect of defects therein, and
b) To making good forthwith loss or damage caused by the Contractor during the Defects Liability Period.

40 Damage to Property and Injury to Persons
40.1 Contractor’s Liability
Except as provided under Sub Clause 41, the Contractor shall be liable for and shall indemnify the Employer against all losses, expenses and claims in respect of any loss of or damage to physical property (other than the Works), death or personal injury to the extent caused by:-

a) Defective design, material or Workmanship of the Contractor, or
b) Negligence or breach of statutory duty of the Contractor, his Sub Contractors or their respective employees and agents.

40.2 Employer’s Liability
The Employer shall be liable for and shall indemnify the Contractor against all losses, expenses, or claims in respect of loss or damage to any physical property (other than Works) to the extent caused by those of the Employer’s Risks listed in Sub-Clause 37.2. & 37.3., but not otherwise.

41 Accidents
The Contractor shall be liable for and shall indemnify the Employer against all losses, expenses or claims arising in connection with the death of or injury to any person employed by the Contractor or his sub Contractors or employees of the Owner for the purposes of the Works, unless caused by any acts or defaults of the Employer. In the latter cases the Employer shall be liable for and shall indemnify the Contractor against all losses, expenses or claims arising in connection therewith.
42 Limitations of Liability

42.1 Liability after Expiry of Defect Liability Period.
Except in cases of criminal negligence or willful misconduct:

a) The Contractor shall not be liable to the Employer, whether in Contract, or otherwise for any indirect or consequential loss or damage, provided that this execution shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer.

b) The aggregate liability of the Contractor to the Employer under the Contract shall not exceed the Contract price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

42.2 Exclusive Remedies
The Employer and the Contractor intend that their respective rights, obligations and liabilities as provided for in these conditions shall alone govern their rights under the Contract and in relation to the Works.

Accordingly, the remedies provided under the Contract in respect of or in consequence of:

a) Any breach of Contract, or
b) Any act of negligence or omission, or
c) Death or personal injury, or
d) Loss or damage to any property.

are, save in the case of Gross Misconduct, to be to the exclusion of any other remedy that either may have against the other under the law governing the Contract or otherwise.

42.3 Mitigation of loss or Damage
In all case the party claiming a breach of Contract or a right to be indemnified in accordance with the Contract shall be obliged to take all reasonable measures to mitigate the loss or damage which has occurred or may occur.

43 Insurance

43.1 The Works
a) All the equipment, including pole foundations wherever required being supplied by the Contractor shall be kept completely insured by the Contractor at his cost from the time of dispatch from the Contractor's Works, upto the completion of erection and final checking, testing and commissioning at Site and Taking Over of the 11 kV Line by the Employer.

b) It will be the responsibility of the Contractor to lodge, pursue and settle all claims (for all the Plant including pole foundations) with the insurance company in case of any damage, loss, theft, pilferage, fire etc. and the Employer shall be kept informed about it. The Contractor shall replace the lost/damaged Plant including pole foundations promptly irrespective of the settlement of the claims by the underwriters and ensure that the Work progress is as per agreed schedules.
43.2 Contractor’s equipment
The Contractor shall insure the Contractor’s equipment for its full replacement value while in transit to the Site, from commencement of loading until completion of unloading at the Site, while on the Site and until unloading at its return destination against all loss or damage caused by any of the Contractor’s risks.

43.3 Third Party Liability
The Contractor shall insure against liability to third parties for any death or personal injury and loss of or damage to any physical property including the property of the Employer other than the Works arising out of the performance of the Contract and occurring before the issue of the last Defect Liability Certificate.

Such insurance shall be effected before the Contractor begins any Work on the Site.

43.4 Employees
The Contractor shall insure and maintain insurance against his liability under Sub Clause-41.

43.5 General
The insurance cover shall be taken by the Contractor in the name of the Employer who shall authorize the Contractor to pursue the claims with the Insurance Company.

43.6 General Requirements of Insurance Policies.
The Contractor shall

a) Whenever required by the Employer produce the policies or certificates of any insurance which he is required to effect under the Contract together with receipts for the premiums,

b) Effect all insurances for which he is responsible with an insurer and in terms approved by the Employer, and

c) Make no material alterations to the terms of any insurance without the Employer’s approval. If an insurer makes any material alteration to the terms the Contractor shall forthwith notify the Employer, and

d) In all respects comply with any conditions stipulated in the insurance policies that he is required to place under the Contract.

43.7 Permitted Exclusions from Insurance Policies.
The insurance cover effected by the Contractor in the name of the Employer shall exclude the following:-

a) The cost of making good any part of the Works, which is defective or otherwise does not comply with the Contract.

b) Indirect or consequential loss or damage including any reductions in the Contract Price for delays.

43.8 Remedies on the Contractor’s Failure to Insure.
If the Contractor fails to produce evidence of insurance cover as stated in Sub Clause-43.6(a) then the Employer may effect and keep in force such insurance.
Premiums paid by the Employer for this purpose shall be deducted from the Contract Price.

43.9 Amounts not recovered
Any amount not recovered from the insurers shall be borne by the Employer or Contractor in accordance with their responsibilities under Clause-37.

44 Force Majeure.
44.1 Definition of Force Majeure.
Force Majeure means any circumstances beyond the control of the parties including:-

a) War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
b) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
c) Rebellion, revolution, insurrection, military or usurped power and civil war;
d) Riot, commotion or disorder, except where solely restricted to employees of the Contractor.
e) Natural calamity (such as Earthquake, Cyclone, Floods etc.).

44.2 Effect of Force Majeure.
Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of Force Majeure which arise after the date of the Notification of Award.

44.3 Notice of Occurrence.
If either party considers that any circumstances of Force Majeure have occurred which may affect performance of his obligations he shall promptly notify the other party.

44.4 Performance to Continue.
Upon the occurrence of any circumstances of Force Majeure the Contractor shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify the Employer of the steps he proposes to take including any reasonable alternative means for performance, which is not prevented by Force Majeure. The Contractor shall not take any such steps unless directed so to do by the Employer.

44.5 Additional Costs caused by Force Majeure. If the Contractor incurs additional costs in complying with the Employer’s directions under Sub Clause-44.4, the amount thereof shall be certified by the Employer and added to the Contract Price.

44.6 Damage caused by certain of the Employer’s risks.
If in consequence of any of the Employer’s risks listed in para-graphs of Sub Clause-37.2. the Work on or adjacent to the Site shall suffer loss or damage, the Contractor shall be entitled to have the value of the Work done, without regard to the loss or damage that has occurred, included in a certificate of payment.

44.7 Termination in Consequence of Force Majeure.
If circumstances of Force Majeure have occurred and shall continue for a period of 180 days, notwithstanding, the Contractor may by reason thereof, having been granted an extension of Time for Completion of the Works, either party shall be entitled to serve upon the other, 30 days notice to terminate the Contract. If at the expiry of the period of 30 days Force Majeure shall still continue, the Contract shall terminate.

44.8 Payment on Termination for Force Majeure.
If the Contract is terminated under Sub Clause-44.7 the Contractor shall be paid the value of the Work done.

The Contractor shall also be entitled to receive :-

a) The amounts payable in respect of any preliminary items so far as the Work or service comprised therein has been carried out and delivered and a proper proportion of any such item in which the Work or service comprised has only been partially carried out and delivered.

b) The cost of materials or goods ordered for the Works or for use in connection with the Works which have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery. Such materials or goods shall become the property of and be at the risk of the Employer when paid for by the Employer and the Contractor shall place the same at the Employer's disposal.

45 Contractor’s Default.

45.1 Notice of Default.
If the Contractor is not executing the Works in accordance with the Contract or is neglecting to perform his obligations, there under, as seriously, to affect the Program for carrying out of the Works, the Employer may give notice to the Contractor requiring him to make good such failure or neglect.

45.2 Nature of Contractor’s default.
If the Contractor :-

a) Has failed to comply within a reasonable time with a notice under Sub Clause-45.1 or
b) Assigns the Contract or Sub-Contracts the whole of the Works without the Employer’s written consent, or
c) Becomes bankrupt or insolvent, has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation.

The Employer may, after giving 15 days notice to the Contractor, terminate the Contract and expel the Contractor from the Site.
Any such expulsion and termination shall be without prejudice to any other rights or powers of the Employer, or the Contractor under the Contract. The Employer may upon such termination complete the Works himself or by any other Contractor. The Employer or such other Contractor may use for such completion, Contractor’s equipment which is on the Site and as he or they may think proper, and the Employer shall allow the Contractor a fair price for such use.

45.3 Valuation at Date of Termination
The Employer shall, as soon as possible after such termination, certify the value of the Works and all sum then due to Contractor as at the date of termination in accordance with Clause-33.

45.4 Payment after termination
The Employer shall not be liable to make any further payments to the Contractor until the Works have been completed. When the Works are so complete, the Employer shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor under sub Clause 45.3. If there is no such extra cost the Employer shall pay any balance due to the Contractor.

45.5 Effect on Liability for delay
The Contractor's liability under Clause-27 shall immediately cease when the Employer expels him from the Site without prejudice to any liability there-under that may have already occurred.

46 Employer's Default
46.1 Nature of Employer's Default
The Contractor may, by giving 30 days notice to the Employer, terminate the Contract if the Employer becomes bankrupt or insolvent, has a receiving order made against him, compounds with his creditor, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation, or

46.2 Removal of Contractor’s equipment
On such termination, the Contractor shall be entitled to remove immediately all Contractor’s equipment which is on the Site.

46.3 Payment on termination for Employer’s Default.
In the event of such termination the Employer shall pay the Contractor as amount calculated in accordance with sub Clause 44.8.

47 Changes in Cost and Legislation
47.1 Labour, materials and transport.
The Contract price shall remain firm and shall not be subject to any variation on any account.

47.2 Statutory and other regulations.
The Contract price shall be adjusted to take account of any increase or decreases in cost resulting from changes in legislation of the country.

Legislation means any law, order, regulation or bye-law having the force of law, which affects the Contractor in the performance of his obligations under the Contract, made after the date of notification of award and its acceptance.

The Employer shall certify the amount of the resulting increase or decrease in cost, which shall be added to or deducted from the Contract price.

48 Customs

48.1 Customs and Import duties.
The Contractor shall pay any customs, import duties and taxes, on the Contractor’s equipment, if any, to be imported.

49 Notices

49.1 Notice to Contractor
All certificates, notices or written order communications to be given to the Contractor by the Employer under the conditions shall be sent by Airmail, Cable, telex, Regd. Post or facsimile transmission, to or be left at the Contractor’s principal place of business or such other address as the Contractor shall notify for that purpose, or may be handed over to the Contractor’s representative under acknowledgement.

49.2 Notice to Employer
Any notice to be given to the Employer under these conditions shall be sent by Airmail, Regd. Post, cable, telex or facsimile transmission to or left at the respective address notified for that purpose in the letter of award, or handed over to the Employer’s representative, authorized, to receive it.

49.3 Minutes of meeting
Instructions or notice to the Contractor and notice from the Contractor to the Employer record in a minute or protocol signed by the authorized representative of the given and of the recipient of such notice or instruction shall be valid notice or instruction for the purposes of the Contract.

50 Taxation

50.1 The Contractor shall be entirely responsible for payment of all taxes, duties, license fees etc. incurred until delivery of the Contract supplies to the Employer.

50.2 The Contractor shall be solely responsible for the taxes that may be levied on the Contractor’s persons or on earning of any of his employee and shall hold the Employer
indemnified and harmless against any claims that may be made against the Employer. The Employer does not take any responsibility whatsoever regarding taxes under Income Tax Act, for the Contractor or his employees. If it is obligatory under the provisions under the Indian Tax Act, deduction of Income Tax at source shall be made by the Employer.

50.3 All custom- duties and levies, duties sales tax payable on equipment, components, sub assemblies, raw material and any other items used for their consumption or dispatches directly to the Employer from their sub supplier (i.e. sale-in-transit at concessional rate) shall be included in Bid price and any such taxes duties, levies additionally payable will be to Contractor's account and no separate claim on this behalf will be entertained by the Employer. Employer shall however issue requisite sales Tax declaration form i.e, Form ‘C' and road permit to the Bidder.

50.4 In case of supply of self manufactured items, Sales Tax (but not surcharge in lieu of Sales Tax), local taxes and other levies solely in respect of transaction between the Employer and Contractor. Under the Contract, if any, shall not be included in the Bid price, but those shall be included separately wherever applicable. These amounts will be payable (along subsequent variation if any) by the Employer on the supplies made by the Contractor but limited to the Tax liability on the transaction between Employer and the Contractor. Employer shall however issue requisite Sales Tax declaration forms.

51 Advertising

Any advertising stating the subject of this Contract by the Contractor in India or in other foreign countries shall be subject to approval of the Employer prior to the publication.

Publication of approved articles, photographs and other similar materials shall carry approval of the Employer.

52 Material Account

Proper account of the Plant/equipment brought at Site and actually erected shall be prepared by the Contractor on completion of the Works and final payments shall be adjusted on the basis of the same.

53 Industrial & Labour Laws

The successful bidder will certify that he has complied with the provisions of Industrial & Labour Laws including PF Act, ESI Act etc. as may be applicable.

54 Corrupt or fraudulent practices

The Nigam requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Nigam contracts. In pursuance of this policy, the Nigam:-

(a) defines, for the purposes of this provision, the terms set forth as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution: and
(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Nigam, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive the Nigam of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Nigam contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Nigam contract.

55 Settlement of Disputes

55.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, settled amicably between the parties.

55.2 If any dispute or difference of any kind whatsoever shall arise between the Owner and the Contractor, arising out of the Contract for the performance of the Works whether during the progress for the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the empowered officer to be appointed by the Owner, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the Owner and the Contractor.

55.3 Unless as hereinafter provided, such decision in respect of any matter so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence, whether he or the Owner required arbitration as hereinafter provided or not.

55.4 If after the Empowered Officer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.

55.5 In the event of the Empowered Officer failing to notify his decision as aforesaid within thirty (30) days after being requested aforesaid, or in the event of either the Owner or the Contractor being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty (30) days, as the case may be either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

56 Arbitration:

All matters, question, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to this Contract whether or not
obligations of either of both parties under this Contract be subsisting at the time of such dispute and whether or not this Contract has been terminated or purported to be terminated or completed, shall be referred to the Sole Arbitration of the MD, DHBVN or an Officer appointed by the MD, DHBVN as his nominee. The Award of the Arbitrator shall be final and binding on the parties to this Contract.

Subject to aforementioned provisions, the provisions of Arbitration & Conciliation Act 1996 and the rules there under and statuary modifications thereof for the time being in force, shall be deemed to apply to the Arbitration proceedings under this Clause.

57. Blacklisting of the Firms:

The contractor will be blacklisted,

1. If the contractor backs out of the contract at any stage, the firm will be issued two 15 days notices to commence the work failing which no further notices will be issued and the firm will be straightway Blacklisted, without prejudice to other terms and conditions of the contract.

2. If the firm indulge in fraudulent and illegal practices such as forgery, cheating or any civil/criminal wrongdoing or any grave misconduct of similar nature which has a direct impact on the contract and the Nigam. In such case no notice of default will be issued and the firm will be straightway blacklisted in addition to initiating the legal proceedings etc., without prejudice to the other terms and conditions of the contract.

3. If the contractor fails to complete the work within the delivery/completion schedule, the deduction of the penalty will commence as per the terms and conditions of the present Bid Documents. On deduction of the complete penalty as admissible, the contractor will be issued one 15 days notice to complete the work failing which the Performance Bank Guarantee will be forfeited. Subsequent to the above two 15 days notices will be issued and the firm will be blacklisted thereafter.

4. The power to blacklist the firm shall rest with the Board of Directors.

The Performance Bank Guarantee of the Blacklisted firms will be forfeited and the firm shall have no claim whatsoever on the same.

However, Procedure and other conditions of contract are regulated by procurement manual of DHBVN, so, these will be applicable to the contractor as per procurement manual of DHBVN and amendments thereof from time to time.

“Period of Blacklisting shall be minimum three years and all power utilities in the country shall be intimated about the same.”
**N.B.** The terms and conditions are being regulated by the “Procurement Manual of DHBVN” and its amendments thereof. The terms and conditions provided in the tender documents are exhaustive in nature, however in case of any discrepancy, the regulations as provided in the Procurement Manual / its amendments thereof shall be followed. The bidders are expected to acquaint themselves with the regulations as provided in the Procurement Manual which is available on the web site [www.dhbvn.com](http://www.dhbvn.com).

**SECTION – IV**
CONTRACT DATA
The name of the identification number of the Contract is

**NIT No. TSGP- 02/ 2016-17**

The Works consist of Conducting foot survey, designing the system, supply of material and erection for conversion of existing 11 kV and LT overhead distribution system into 100% redundant underground system in Ring main configuration and installation of 11/ 0.433 kV Distribution Transformer (conventional and package type) and SCADA enabling equipments such as RMU with inbuilt FRTU and FPI, optical fibre cable, LT feeder panel, street light alongwith the associated civil works, dismantlement of existing HT/ LT system, integration with existing systems in the area of DLF operation sub-division, DHBVN, Gurgaon, under the jurisdiction of DHBVN, complete testing and commissioning thereafter alongwith the support services including operation and maintenance of the system so installed for a period of 5 years.

The start date shall be date of issue of letter of intent (LOI).

**CONTRACT DATA**

The overall Engineer In charge shall be CE/Smart City Project, DHBVN, Gurgaon and officer under whose supervision the Contract will be executed shall be:

Name / Address:

The Superintending Engineer,

Smart City Project, DHBVN, Gurgaon.

Name of Executive Engineer:

Executive Engineer /Smart City Project, Gurgaon of DHBVN as identified by Engineer in-charge:

Name of Authorized Concerned Assistant Engineer

Assistant Engineer /Smart City Project, Gurgaon of DHBVN as identified by Engineer in-charge.

The Intended Completion Date for the whole of the Works is **Eighteen (18) months** from the date of issue of LOI with the following milestones.

Milestone Schedule:

-------- As per Approved PERT Chart --------
The following documents also form part of the Contract:

a)_____________________________________________
b)_____________________________________________
c)_____________________________________________.

1. The Contractor shall submit a detailed Program for the Works, within 15 days of delivery of the Letter of Acceptance:

2. The Site Possession Date shall be:

3. The Defects Liability (warranty) Period of 365 days from the date of taking- over-certificate.

4. The minimum insurance cover for physical property, injury and death is Rs. 5.0 lac per occurrence with the number of occurrences limited to four. After each occurrence, Contractor will pay additional premium necessary to make insurance always valid for four occurrences.

5. The Period between Program updates shall be 30 days.

6. The amount to be withheld for late submission of an updated Program shall be Rs. 2500/-.

7. The language of the Contract Documents is English.

8. The laws which apply to the Contract are the laws of Union of India.

9. The currency of the Contract is Indian Rupees.
SECTION – V

SAMPLE FORMS AND PROCEDURES
## ANNEXURES

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PROFORMA OF LETTER OF UNDERTAKINGS
(To be submitted by the Bidder along with his Bid)
(To be executed on non-Judicial Stamp Paper of requisite Value)

Ref: ……………………… Date ……………………………

To

The Chief Engineer/ Smart City Project,
DHBVN, 1st Floor,
Udyog Minar, Udyog Vihar, Ph-V,
Gurgaon -122016.

Dear Sirs,

1. I*/We* have read and examined the following Bid Documents relating to the ……………………………. (Full scope of work).

   a) Notice Inviting Tender.
   b) Invitation for Bid, Instructions to Bidders, Conditions of Contract along with Contract Data & Annexures.
   c) Technical Specifications.
   d) Drawings attached with Bidding Documents.

2. I*/We* hereby submit our Bid and undertake to keep our Bid value for a period of 120 days from the date of opening of Part II of Bid. I*/We* hereby further undertake that during said period I/We shall not vary / alter or revoke my / our Bid.

This undertaking is in consideration of DHBVN agreeing to open my Bid and consider and evaluate the same for the purpose of award of work in terms of provisions of clause entitled “Award of Contract” section instruction to Bidders in the Bid Document.

Should this Bid be accepted, I*/We* also agree to abide by and fulfill all the terms, conditions of provision of the above mentioned bid documents.
Signature along with Seal of Company

......................................................

(Duly authorized to sign the tender on behalf of the Contractor).

Name : .................................
Designation ..............................

Name of Company ........................

(In Block Letters)

WITNESS :

Signature ................................. Date & Postal Address :

Date .................................................................

Name & Address ...............................

................................................. Telephonic Address .................

................................................. .................................................

Telephone No. ..............................
Telex No. .................................

* Strike out whichever is not applicable.
ANNEXURE - B

PROFORMA OF ‘AGREEMENT’

(To be executed on non-judicial Stamp Paper)

This agreement made this……………….day of …………2016 between DAKSHIN HARYANA BIJLI VITRAN NIGAM LTD.(hereinafter referred to “Owner or DHBVN which expression shall include its administrators, Company incorporated under the Companies Act, 1956) on the one part and ………………….having its Registered office at ……………………………………………(hereinafter referred to as “Contractor” or ……………………”X” ………………….name of the Contracting Company which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS DHBVN desirous invited bids for design, manufacture, transportation to site, supply. Erection, tested & commissions of ………… as per specification No………………………………AND WHEREAS …………………”X” ………………had participated in the above referred bidding vide their proposal No………………..dated ……………..and awarded the contract to ………………….”X” ………………… on terms and conditions documents referred to therein, which have been accepted by ………………….”X” …………………Resulting into a “Contract”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:-

1.0Article

1.1 Award of Contract

DHBVN has awarded the Contract to ……………..”X” ……………….. for the work of ……………… On terms and conditions contained in its letter of Award No………………. dated …………….... and the documents referred to therein. The award has taken effect from aforesaid letter of Award. The terms and 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.

2.0Contract Documents :
2.1 The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as “Contract Documents”).

i) DHBVN Bidding Documents in respect of Specification No…………………….. issued vide its letter No………………….. dated …….. Consisting of Invitation to Bid, Instruction to Bidders, General & Special Conditions of Contract and all other sections entitled “Conditions of Contract” including all amendments issued vide its letter …………………………….dated……………

ii) DHBVN Technical Specification including amendments issued vide its letter …………………….dated …………..

iii) “X” is Proposal No………………….. Dated ……………. Along with proposal sheets, Data Requirements, Payment, Terms and Work Schedules Submitted by “X” entitled as “………………………….”

iv) Agreed Minutes of the meeting held on ……………………… between DHBVN and “X”.

v) DHBVN’s letter of Award No. ………………………. Dated …………… duly accepted by “X”.

vi) Quality Plans for manufacturing and field activities entitled as Quality Plan.

vii) Contract Network.

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so as the same or any part conform to the Bidding Documents (Vol. I & II) and what has been specifically agreed to by the Owner in its Letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its “Proposal” (Vol. III) but not agreed to specifically by the Contractor. For the sake of brevity this agreement along with its aforesaid contract documents shall be referred to as the “Agreement”.

3.0 Conditions & Covenants :

3.1 The scope of Contract, Consideration, Terms of Payment, Taxes wherever applicable, Insurance, Liquidated Damaged, Performance Guarantee and all other terms and conditions are contained in DHBVN letter of Award No………………….. dated ……………. Read in conjunction with other aforesaid contract documents. The Contract shall be duly
performed by the Contractor strictly and faithfully in accordance with the terms of the Agreement.

3.2 The scope of work shall also include supply and installation of all such items which are not specifically mentioned in the Contract Documents, but which are needed for successful, efficient, safe and reliable operation of the equipment unless otherwise specifically excluded in the specifications under “exclusions” or “Letter of Award”.

3.3 Time Schedule:

3.3.1 Time is the essence of the contract and schedules shall be strictly adhered to and “X” shall perform the work in accordance with the agreed schedule.

3.4 Quality Plans:

3.4.1 The Contractor is responsible for the proper execution of the Quality Plans. The work beyond the customer’s hold points will progress only with the owner’s consent. The owner will also undertake quality surveillance and quality audit of the Contractor’s / Sub-Contractor’s works, systems and procedures and quality control activities. The Contractor further agrees that any change in the quality plan will be made only with the Owner’s approval. The Contractor shall also perform all quality control activities, inspection and tests agreed with the owner to demonstrate full compliance with the contract requirements.

3.4.2 The Contractor also agrees to provide the owner with the necessary facilities for carrying out inspection, Quality audit and quality surveillance of Contractor’s and its subcontractor’s Quality Assurance Systems and manufacturing activities.

These shall include but not limited to the following:

i) Relevant Plant standards, drawings and procedures;
ii) Detailed Quality Assurance System manuals for manufacturing activities.

3.4.3 It is expressly agreed to by the Contractor that notwithstanding the fact that the contract is termed as Supply-cum-Erection Contract or indicates the break-up of the contract consideration, for convenience of operation and for payment of sales tax on supply portion, it is in fact one composite contract on single source responsibility basis and the Contractor 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.

3.4.4 The Contractor guarantees that the equipment package under the contract shall meet the ratings and performance parameters as stipulated in the technical specification (Volume-
II) and in the event of any of any deficiencies found in the requisite performance figures, the owner may at the opinion reject the equipment package or alternatively accept it on the terms and conditions and subject to levy of the liquidated damages so leviable shall be in accordance with the contract documents and without any limitation.

3.4.5 It is further agreed by the Contractor that the contract performance guarantee shall in no way be constructed to limit or restrict the owner’s right to recover the damages / compensation due to short-fall in the equipment performance figures as stated above 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, contract performance guarantee and / or otherwise.

3.4.6 This agreement constitutes full and complete understanding between the parties and terms of the present. It shall supersede and prior correspondence terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only be a written instrument signed by the authorized representative of both the parties.

4.0 Settlement of Disputes:

4.1 It is specifically agreed by and between the parties that all the difference or disputes arising out of the Agreement or touching the subject matter or the Agreement shall be decided by the process of settlement and Arbitration as specified in clause ................. and ............... of the General Conditions of the contract of the provisions of the Indian Arbitration & Conciliation, Act, 1996 shall apply and Gurgaon Court alone shall have exclusive jurisdiction over the same.

4.2 Notice of Default :

Notice of default given by either party to the other party under Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgment or by telex or by registered mail with acknowledgement due addressed to the signatories at the addresses mentioned herein above.

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 Gurgaon.

WITNESS :

1. ................................................. (Owner’s Signature )
Applicable in case of single award is placed on one party on supply-cum-Erection basis. In case two separate awards are placed on single party / two different parties this clause is to be modified suitable while signing the Contract agreement to be signed separately for two awards to incorporate cross fall breach clause.
PROFORMA OF BANK GUARANTEE FOR
CONTRACT PERFORMANCE
(To be stamped in accordance with stamp Act.)

Ref: ........................................ Bank Guarantee No.................
Dated .................................

To

The Chief Engineer/ Smart City Project,
DHBVN, 1st Floor,
Udyog Minar, Udyog Vihar, Ph-V,
Gurgaon -122016.

Dear Sirs,

In consideration of Dakshin Haryana Bijli Vitran Nigam (hereinafter referred to as the ‘Owner’ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/S ........................................ (hereinafter referred to as the Contractor which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner’s Letter of Award No. ............................... dated ................. and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No. .......................... Dated ......................... Valued at ........................................ for ......................... (Scope of Contract ) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .............................(%)........................ (percent) of the said value of the Contract to the Owner.

We ............................................................. (Name and Address of the Bank).

Having its Head Office at ........................................... (hereinafter referred to as the ‘Bank’ which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns ) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Contractor to the extent of ......................................... as aforesaid at any time upto ......................... (days / month /
year) without any demur, reservation, contest recourse or protest and/or without any reference to the Contractor.

Any such demand made by the owner on the Bank shall be conclusive and binding notwithstanding any difference between the owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any authority. The Bank undertakes not to revoke his guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or any right which they might have against the Contractor, and to exercise the same at any time in any manner and either to enforce or to for bear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the owner. The Bank shall not be released or its obligations under these presents by any exercise by the Owner of its liberty without reference in the matters aforesaid or any of them or by reason of any other Act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this a guarantee against the Bank as a principle debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantees the owner may have in relation to the Contractor’s liabilities.

Notwithstanding any thing contained herein above our liability under this guarantee is restricted to ……………………… And it shall remain in force upto and including…….. and shall be extended from time to time for such period as may be desired by M/S …………………………………… On whose behalf this guarantee has been given.

Dated this ……………………. Day of …………………… 2016 at …………………..

WITNESS

……………………….. …………………………….

(Name) (Signature)

……………………….. ……………………………..

(Name) (Signature)

………………………… ……………………………..

(Official Address) (Designation with Bank Stamp)
Attorney as per Power Of
Attorney No. ......................
Date ......................

**Note:**
This sum shall be ten percent (15%) of the Contract Price.
The date will be Ninety days (90 days) after the end of Warranty Period as specified in the Contract.
The stamp papers of appropriate value shall be purchased in the name of issuing Bank.
PROFORMA OF EXTENSION OF BANK GUARANTEE

Ref : …………………. Dated ……………….

To

The Chief Engineer/ Smart City Project,
DHBVN, 1st Floor,
Udyog Minar, Udyog Vihar, Ph-V,
Gurgaon -122016.

Dear Sirs,

Sub : Extension of Bank Guarantee No. ……………… for Rs. ……………….. favouring yourselves expiring on …………………. On account of M/S …………………………………………. in respect of Contract No. ………………. dated ………………. (hereinafter called original Bank Guarantee).

At the request of M/s ………………………………, We …………………………Bank, Branch office at ……………………….. and having its head office at………. ………… do hereby extend our liability under the above mentioned guarantee No. ………………. dated ………………. for a further period of …………………. years / months from …………………… to expire on ……………………... Except as provided above, all other terms and conditions of the original Bank Guarantee No. ………………. dated ………………. shall remain unaltered and binding.

Please treat this as an integral part of the original Bank Guarantee to which it would be attached.

Yours faithfully,

For…………………………
Manager / Agent / Accountant
Power of Attorney No………………….
Dated ..................

SEAL OF BANK

Note: The non-judicial stamp paper of appropriate value shall be purchased in the name of the Bank who has issued the Bank Guarantee.
ANNEXURE – E

Page 1 to 3

PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER BY DHBVN FOR PERFORMANCE OF ITS CONTRACT

(Entire Equipment consignment in one lot)
(On non-Judicial Stamp Paper of appropriate Value)

INDEMNITY BOND

THIS INDEMNITY BOND is made this………………. Day of ………………..2016 by ……………………………. A Company registered under the Companies Act, 1956 / Partnership firm / proprietary concern having its Registered Office at ……………( here in after called as ‘Contractor’ or ‘Obligator’ which expression shall include its successors and permitted assigns) in favour of DAKSHIN HARYANA BJLI VITRAN NIGAM LTD. , HISAR (hereinafter called DHBVN which expression shall include its successors and assigns).

WHEREAS DHBVN has awarded to the Contractor a Contract for ……………… vide its Letter of Award / Contract No………………….. dated …………. and its Amendment No………………… and Amendment No………………. (applicable when amendments have been issued) (hereinafter called the Contract ) in terms of which DHBVN is required to hand over various Equipment to the Contractor for execution of the Contract.

And WHEREAS by virtue of Clause No. ………………………… of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of DHBVN for the Equipment handed over to it by DHBVN for the purpose of performance of the Contract / Erection portion of the Contract (hereinafter called the ‘Equipment’).

NOW THEREFORE, This Indemnity Bond witnessed as follows :

1. That in consideration of various Equipment as mentioned in the Contract, valued at Rs. …………………. (Rupees……………………………..) handed over to the Contractor for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep DHBVN indemnified, for the full value of the Equipment. The Contractor hereby acknowledges receipt of the Equipment as per dispatch title documents handed over to the Contractor duly endorsed in their favour and detailed in the Schedule appended hereto. It is expressly understood by the Contractor that handing over of the dispatch title documents in respect of the said Equipment duly endorsed by DHBVN in favour of the Contractor shall be constructed as handing over of the Equipment purported to be covered by such title documents and the Contractor shall hold such Equipment in trust as Trustees for an on behalf of DHBVN.
2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit / protection and custody of the Equipment at DHBVN project Site against all risks whatsoever till the Equipment are duly used / erected in accordance with the terms of the Contract and the Plant / Package duly erected and commissioned in accordance with the terms of the Contract, is taken over by the DHBVN. The Contractor undertakes to keep DHBVN harmless against any loss or damage that may be caused to the Equipment.

3. The Contractor undertakes that the Equipment shall be used exclusively for the performance / execution of the Contract strictly in accordance with its terms and conditions and no part of the Equipment shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of Contractor for all intents and purpose including legal / penal consequences.

4. That DHBVN is and shall remain the exclusive Owner of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The Equipment shall at all times be open to inspection and checking by Chief Engineer/ Engineer or other employees / agents authorized by him in this regard. Further, DHBVN shall always be free at all times to take possession of the Equipments in whatever form the Equipments may be, if in its opinion, the Equipment are likely to be endangered, mis-utilized or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of DHBVN to return the Equipment without any demur or reservation.

5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is mis-utilized in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge / Engineer of DHBVN as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and / or damaged Equipment at its own cost and / or shall pay the amount of loss of DHBVN without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to DHBVN against the Contractor under the Contract and under this Indemnity Bond.

6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of DHBVN THEN, the above Bond shall void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through it authorized representative under the common seal of the Company, the day, month and year first above mentioned.
SCHEDULE

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</table>

For and on behalf of M/S ………………………………………………
……………………………………………………………………………

WITNESS:

1. i) Signature………………………… Signature…………………………
   ii) Name …………………………… Name ……………………………
   iii) Address ………………………… Designation ………………………
       …………………………… Authorized Representative

2. i) Signature…………………………
   ii) Name ……………………………
   iii) Address ………………………… (Common Seal)
       …………………………… (In case of Company)

* Indemnity Bond are to be executed by the authorized person and (I) in case of contracting Company under Common Seal of the Company or (ii) having the power of attorney issue under common seal of the company with authority to execute Indemnity Bonds, (iii) in case of (ii), the original Power of Attorney if it is specifically for this Contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.
PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER IN INSTALMENTS BY DHBVN FOR PERFORMANCE OF ITS CONTRACT

(On non-Judicial Stamp Paper of appropriate Value)

INDEMNITY BOND

THIS INDEMNITY BOND is made this………………. Day of ………………..2016 by
…………………………. A Company registered under the Companies Act, 1956 / Partnership
firm / proprietary concern having its Registered Office at ……………( here in after called as
‘Contractor’ or ‘Obligator’ which expression shall include its successors and permitted assigns)
in favour of DAKSHIN HARYANA BIJLI VITRAN NIGAM LTD. , HISAR (hereinafter called
DHBVN which expression shall include its successors and assigns).

WHEREAS DHBVN has awarded to the Contractor a Contract for ……………… vide its Letter of
Award / Contract No………………….. dated …………. (hereinafter called the Contract ) in terms
of which DHBVN is required to hand over various Equipment to the Contractor for execution of
the Contract.

And WHEREAS by virtue of Clause No. …………………….. of the said Contract, the
Contractor is required to execute an Indemnity Bond in favour of DHBVN for the Equipment
handed over to it by DHBVN for the purpose of performance of the Contract / Erection portion of
the Contract (hereinafter called the ‘Equipment’).

NOW THEREFORE, This Indemnity Bond witnessed as follows :

1. That in consideration o various Equipment as mentioned in the Contract, valued at Rs.
………………. (Rupees……………………………..) handed over to the Contractor in
installment from time to time for the purpose of performance of the Contract, the Contractor
hereby undertakes to indemnify and shall keep DHBVN indemnified, for the full value of the
Equipment. The Contractor hereby acknowledges receipt of the initial installment of the
Equipment per details in the Schedule appended hereto. Further the Contractor agrees to
acknowledge receipt of the subsequent installments of the Equipment as required by
DHBVN the form of Schedules consecutively numbered which shall be attached to this
Indemnity Bond so as to form integral part of this Bond. It is expressly understood by the
Contractor that handing over of the dispatch title documents in respect of the said
Equipments duly endorsed by DHBVN in favour of the Contractor shall be constructed as
handing over of the Equipment purported to be covered by such title documents and the
Contractor shall hold such Equipment in trust as Trustees for and on behalf of DHBVN.
2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit / protection and custody of the Equipment at DHBVN project Site against all risks whatsoever till the Equipment are duly used / erected in accordance with the terms of the Contract and the Plant / Package duly erected and commissioned in accordance with the terms of the Contract, is taken over by the DHBVN. The Contractor undertakes to keep DHBVN harmless against any loss or damage that may be caused to the Equipment.

3. The Contractor undertakes that the Equipment shall be used exclusively for the performance / execution of the Contract strictly in accordance with its terms and conditions and no part of the Equipment shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of Contractor for all intents and purpose including legal / penal consequences.

4. That DHBVN is and shall remain the exclusive Owner of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The Equipment shall at all times be open to inspection and checking by Engineer-in-Charge / Engineer or other employees / agents authorized by him in this regard. Further, DHBVN shall always be free at all times to take possession of the Equipment in whatever form the Equipment may be, if in its opinion, the Equipment are likely to be endangered, mis-utilized or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of DHBVN to return the Equipment without any demur or reservation.

5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is mis-utilized in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge / Engineer of DHBVN as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and / or damaged Equipment at its own cost and / or shall pay the amount of loss of DHBVN without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to DHBVN against the Contractor under the Contract and under this Indemnity Bond.

6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of DHBVN THEN, the above Bond shall void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorized representative under the common seal of the Company, the day, month and year first above mentioned.

SCHEDULE

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<th>the Equipment handed over.</th>
<th>Dispatch title documents</th>
<th>Equipment</th>
<th>Attorney in token of receipt.</th>
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</tr>
</tbody>
</table>

For and on behalf of M/S ……………………………………………………………
…………………………………………………………………………………………

WITNESS:

1. i) Signature………………………… Signature…………………………
   ii) Name …………………………… Name ……………………………
   iii) Address ………………………… Designation ………………………
       …………………………… Authorized Representative

2. i) Signature…………………………
   ii) Name ……………………………
   iii) Address ………………………… (Common Seal)
       …………………………… (In case of Company)

* Indemnity Bond are to be executed by the authorized person and (i) in case of contracting Company under Common Seal of the Company or (ii) having the power of attorney issue under common seal of the company with authority to execute Indemnity Bonds, (iii) in case of (ii), the original Power of Attorney if it is specifically for this Contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.
ANNEXURE – G

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Guarantee No.: ___________________
Date: ____________________________
Guarantee Cover from: _____to _______
Last Date of Lodgment of claim: _______
Amount of Guarantee:  Rs. __________ /-
(Rupees ______________________Only)

To

The FA / Smart City Project,
DHBVN, Hisar.

Dear Sir/Madam,

In accordance with invitation to NIT No. __________________ floated by CE/Smart City Project, DHBVN, Gurgaon with its registered office at Vidyut Sadan, Vidyut Nagar, Hisar (hereafter called “the owner”) M/s ____________________________ with its registered office at______________________________ (hereafter called “the Bidder”) wish to participate in the said bid for Conducting foot survey, designing the system, supply of material and erection for conversion of existing 11 kV and LT overhead distribution system into 100% redundant underground system in Ring main configuration and installation of 11/ 0.433 kV Distribution Transformer (conventional and package type) and SCADA enabling equipments such as RMU with inbuilt FRTU and FPI, optical fibre cable, LT feeder panel, street light alongwith the associated civil works, dismantlement of existing HT/ LT system, integration with existing systems, complete testing and commissioning, alongwith the support services including operation and maintenance of the system so installed for a period of 5 years after the commissioning of entire project-in the area of DLF operation sub-division, DHBVN, Gurgaon, under the jurisdiction of...
DHBVN and you, as a special favour have agreed to accept an irrevocable and unconditional, Bank Guarantee for an amount of Rs. _______________ /- (Rupees ______________ only) Valid upto _______________ on behalf of the bidder in lieu of the Earnest Money Deposit (EMD) by way of Bank Guarantee required to be made by the bidder (As per Clause-15), as a condition precedent for participation in the said bid.

We, __________________________________________________ (Bank) guarantee and undertake to pay immediately on demand by Dakshin Haryana Bijli Vitran Nigam, the amount of Rs._________________ (Rupees____________________ only) without any reservation, protest, demur and recourse. Any such demand made by the said owner shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This Guarantee shall be irrevocable and shall remain valid upto and including ______________. 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 _____________________________ (the Bidder) on whose behalf this guarantee is issued.

AND __________________________________________________________ (Bank) lastly agree that our liability hereunder shall not be discharged by virtue of agreements between the owner (DHBVN) and the Bidder whether with or without our knowledge, and/or consent or by reason of the owner (DHBVN) showing any indulgence or forbearance to the Bidder whether as to payment, time, performance or any other matter whatsoever or any modification of the said contract which but for this provision would amount to discharge of the surety under the law.

This Guarantee shall not be revoked by us whether before it coming into force or any time during its currency without your previous consent in writing.

AND __________________________________________________________ (Bank) also agree that our liability hereunder shall not be discharged by any change in the constitution of this bank or the firm of the bidder. Our liability under the guarantee shall not in any event whatsoever exceed the sum of Rs. _______________ /- (Rupees____________________ only).
Our Guarantee shall remain in force until ________________ or such further date up to which this Bank Guarantee is renewed or extended and unless a claim under the guarantee is lodged with us on or up to ________________ all rights of the owner (DHBVN) under the guarantee shall be forfeited and we shall be relieved any discharge from all liabilities there under.

NOTWITHSTANDING anything contained herein above:

i. Our liability under this Bank Guarantee shall not exceed Rs. ________________/-(Rupees __________________________ only).

ii. The Bank Guarantee shall be valid up to ________________.

iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____________ (Date of expiry of Guarantee).

Place: _______________

Signature__________________

Dated: _______________

For______________

(Banker’s Rubber Seal & Bank Code no. of Signatory)
QUALITY ASSURANCE PLAN

(Separately attached)
Price Variation Formula

(Attached separately)
Labour Regulations

(Separately attached)
Service Level Agreement
(Separately attached)
Annexure-L

(TO BE FILLED IN AND SIGNED BY THE TENDERER)

SCHEDULE OF DEVIATIONS

We/I have carefully gone through the technical specifications & the general conditions of the contract and We/I have satisfied ourselves/myself and hereby confirm that our/my offer strictly confirms to the requirements of the technical specifications and general conditions of the contract except for the deviations which are given below:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Stipulation in Specification</th>
<th>Deviations offered</th>
<th>Remarks</th>
</tr>
</thead>
</table>

A. Commercial Terms:

Clause No

B. Technical Specifications:

Clause No.

(Please use more sheets, if required).

C. For the Drawings/GTPs/Standards which are not included in the above tender documents, latest REC standards will be followed.
Signature:
Name :
Status :

Whether Authorized Attorney Of the
Tendering Company

Dated:

Place: Name of the Tendering Company
AFFIDAVIT

I, ........................................................................................................Director of M/s........................................................................................................ with Head quarter at..........................................................being their authorized signatory, do hereby solemnly affirm and declare that

M/s ...................................................................................... has not been black listed by any state/ Central Govt. or any of its agencies. I understand that if upon acceptance of our offer no. ............ dated.............. against DHBVNL tender enquiry no. ................. for supply of ..................... on any PO is placed upon us, the same is liable to be cancelled if this declaration is found wrong at any subsequent time and further I understand to compensate the DHBVNL, for the consequences arising out of wrong declaration.

____________________________________________

____________________________________________

____________________________________________

____________________________________________

Attested by Oath Commissioner
Dear Sir,

With reference to your above-mentioned notice inviting tender, I/we hereby offer to Supply genuine goods and materials (quantity and rates of the goods and material are described in the attached terms and conditions) and shall execute the work truly and faithfully within time specified and set forth in the attached terms and conditions. The goods and materials to be supplied will be of the quality and answerable In every respect with this tender. I/we shall be
responsible for all complaints as regards the quality of material and in case of dispute the decision of the Nigam will be final and binding on me/us.

1. A Crossed postal Order/Bank Draft No………………. for the prescribed amount of Rs…………………….Rupees………………………………………………………………………

……………..………..) drawn in favor or Sr AO/Smart City Project, DHBVN, Hisar is enclosed, as earnest money as desired. I fully understand that in the event of my/our tender being accepted this earnest money shall be retained by you till the submission of performance guarantee by me as per clause of schedule-D

2. I/we shall have no claim to the refund of the earnest money prescribed against this tender in the event of my/our non-compliance of the purchase Order provided such order is placed within the period of validity of my/our tender as Indicated in paragraph 4 below. I further understand that my earnest money will stand forfeited even if I withdraw my tender at any stage during the currency of the period of validity.

3. My/our tender shall remain valid for a period of 120 days from the date of opening of part-II (price bid) against the N.I.T. No. ..........................Dated …………

4. My/our tender along with the terms and conditions with the relevant columns and annexure duly filled in under my/our attestation and with each page of the tender papers (including the enclosed terms and conditions signed by me/us,(in the capacity of sole owner/general or special attorney, in proof of which power of attorney is attached) is submitted for your favorable consideration.

5. I/we have read the enclosed terms and conditions carefully and have signed the same in taken of their absolute and unqualified acceptance. My/our tender constitutes a firm offer under the Indian Contract Act 1872 and is open to an acceptance in whole or in Parts. My/our offer, If accepted on the attached terms and conditions will constitute a legally binding contract and shall operate a contract as defined in the Indian Contract Act. 1872 and the Indian sale of goods Act. 1930.

Thanking You,

Yours Faithfully

Signature of Supplier
Complete Address (Rubber Stamp)

N.I.T No. ..........................

Enquiry No. ..........................
1. INTRODUCTION

The Contractor shall be required to provide the Support Services (including O&M) so as to operate & Manage HT and LT Power Distribution Network including all the equipments, installations such as overhead and underground HT/ LT cables, Optical Fibre Cable network with allied equipments, DT substation with associated equipments such as Ring Main Units (RMU), FRTU, LT panels, supply upto the meter input level and other allied equipments under the project, installed, tested and commissioned by Contractor for the utility in order that they meet the availability requirement as specified in the document.

Support Services shall be provided by Contractor in order that maximum uptime & performance levels of power distribution network installed alongwith OFC network or otherwise are ensured. As such, Contractor is expected to provide services as per prevailing IT standards (wherever applicable) and HERC regulations, IE Act 2003 and IE Rules 2005 with latest amendments, other prevailing statutes/ guidelines with performance levels meeting or exceeding those mentioned in Service Level Agreement (SLA) agreed between utility & Contractor.

To achieve the desired Service Levels, the Contractor may need to interact, coordinate and collaborate with the other Service Providers as required. The Contractor will act as the Single Point of Contact for all issues relating to the Service Levels. The Contractor will have the responsibility to deal with his material supply vendors (during warranty period) /other vendors as selected by utility during the O&M period as the case may be, to provide the services at agreed service levels. The role of Contractor towards Support Services (including O&M) shall start immediately after installation, testing, commissioning and handing over to the owner after Operational acceptance of the power distribution System for the entire project. The O&M period shall start from the date of taking over the entire system by the DHBVN.

2. SCOPE OF WORK

The Scope of Work shall include the power infrastructure operation and maintenance support to be provided by the Contractor in respect of the system supplied under this
project for a period of five years along with Supervision & Operationalizing five year warranty of the power distribution infrastructure along with communication infrastructure after the Operational Acceptance of the entire project, however during the execution of the infrastructure work it is expected that certain portion of the work shall be completed and put to service before the actual completion and commissioning of the entire project, then in that case also the support services including O&M shall be the responsibility of the contractor in accordance with this document, at no additional/extra cost towards payment of support services (O&M) during this intervening period.

The maintenance of the Power distribution System including other works executed by the contractor under support services period shall be comprehensive, as set forth herein, in nature and would broadly include but not be limited to diagnosis and rectification faults/instrument failures. The Scope includes:

1. Operation and running of the Power Distribution Network – i) Remote monitoring of the power distribution network and operation through SCADA control centre by deputing staff in the SCADA control centre ; ii) Local operation. The scope of the contractor shall be to ensure smooth running of the system.
2. Maintenance and Repair/replacement of defective equipments installed under the project. He will have close co-ordination with the equipment supplier.
3. Predictive and preventive maintenance of the infrastructure.
4. Additions and deletions after the commissioning of the entire project in the power distribution network is a dynamic phenomenon and shall be catered by the contractor. The network analysis with respect to the additions/deletions in the power distribution network and designing of the network configuration shall also be carried out by the contractor.
5. The additions during the support period in the system infrastructure done by contractor shall also be covered under the scope of contractor, till the duration of the support period.
6. The O&M of the existing Distribution Transformers as well as any other item being continued to be used shall also be covered under the present scope. However, in case of replacement of any existing Distribution Transformer or any other item which are not installed by the contractor, the same shall be replaced by the contractor and in those cases the cost shall be borne by the Nigam on the same rates as per the award of original project with the price variation applicable on DTs and cables as per the formulas given in the NIT document. For other items the rates shall be governed by the consumer price index during the O&M period for which the consumer price index as on the date of award of the work shall be applicable by considering the percent change from the date of completion of entire project to the date on which the equipments have been installed. The price for the whole O&M period will be given considering the increased percentage in consumer price index with respect to the last year.
7. Any additions/alterations for making the system SCADA compatible.
8. Services to bring up any or all power distribution systems upon its failure and to restore the functioning of the same etc.
9. Handling and redressal of consumer and local authorities complaints arising out of the downtime of the supply or any other related issue in connection with the infrastructure laid under the project and support services requirement and SLA.

10. Coordination with civic authorities on the matters of system being maintained by the contractor.

11. Routine works like releasing of new connections, disconnections and other techno-commercial activities etc. of the concerned wing of DHBVN shall continued to be processed by DHBVN. The contractor shall provide necessary support and execute any infrastructure required in releasing of new connection for which all the material (except metering equipment) will be provided by the contractor on the same rates as per the award of original project with the price variation applicable on DTs and cables as per the formulas given in the NIT document. For other items the rates shall be governed by the consumer price index during the O&M period for which the consumer price index as on the date of award of the work shall be applicable by considering the percent change from the date of completion of entire project to the date on which the equipments have been installed. The price for the whole O&M period will be given considering the increased percentage in consumer price index with respect to the last year.

12. Any future planning, estimation, augmentation and execution work for strengthening of the existing system shall be done by the contractor during the O&M period. Any material required for the above work shall be provided by the contractor on the same rates as per the award of original project with the price variation applicable on DTs and cables as per the formulas given in the NIT document. For other items the rates shall be governed by the consumer price index during the O&M period for which the consumer price index as on the date of award of the work shall be applicable by considering the percent change from the date of completion of entire project to the date on which the equipments have been installed. The price for the whole O&M period will be given considering the increased percentage in consumer price index with respect to the last year.

13. During the execution of the infrastructure work it is expected that certain portion of the work shall be completed and put to service before the actual completion and commissioning of the entire project, then in that case also the support services including O&M shall be the responsibility of the contractor in accordance with this document at no additional/ extra cost towards payment of support services (O&M) during this intervening period.

14. In case of a scenario during the O&M period when some equipment gets damaged by natural causes such as flood, earthquake, storm etc or accidents by vehicles etc which are beyond the scope of warranty, then in those cases the cost of the replacement of that equipment shall be borne by the Nigam on the same rates as per the award of original project with the price variation applicable on DTs and cables as per the formulas given in the NIT document. For other items the rates shall be governed by the consumer price index during the O&M period for which the consumer price index as on the date of award of the work shall be applicable by considering the percent change from the date of
completion of entire project to the date on which the equipments have been installed. The price for the whole O&M period will be given considering the increased percentage in consumer price index with respect to the last year.

3. **SERVICE DELIVERY MANAGEMENT**
The Contractor shall provide detailed description for service delivery management for the complete project including deliverables and project management methodology for approval by engineer in charge of the project and that also alongwith foot survey details to avoid any problems to the end user.

4. **SERVICE HOURS:**
The Contractor’s standard hours of service shall be 24 hours a day, 7 days a week throughout the year (i.e. 24X365).

The Contractor shall be responsible for 24*7*365 management of all the systems as per scope of work with services rendered as per Service Level Agreement between utility & Contractor.

5. **SERVICE PERSONNEL:-**

The following personnel shall be deployed:

a. One no. Manager having minimum qualification as Graduate engineer in electrical engineering and MBA with atleast ten (10) years experience in the similar work for the entire project area who will provide the management interface facility and has the responsibility for managing the complete service delivery during the contractual arrangement between utility and the Contractor. Project Manager will be responsible for preparation and delivery of all monthly/weekly/daily reports as well as all invoicing relating to the service being delivered. The monthly/ weekly/ daily report formats will be approved by Engineer in charge and can also be changed as per the requirement of DHBVN.

b. 4 nos Engineers with Diploma in Electrical engineering having atleast five (5) years experience in the similar work.

c. 15 nos technical personnel in ITI electrical with atleast two (2) years experience in the similar work.

The support personnel except the project manager shall be deployed to be available 24X7. The number of personnel shall be enhanced as per the requirement to the satisfaction of DHBVN. It is the intent that the downtime shall be negligible and therefore it is the responsibility to ensure that the faults/ failures are attended immediately.
6. **OFFICE, STORES, SPARES and T&P:**
Apart from the personnel deputed in the SCADA control room for system operation, the contractor will set up his own offices for the field staff deputed as well as his clerical staff at no extra cost. The contractor shall maintain a minimum spares installed under the project and alongwith tools and plants and machinery required for the scope under the SLA as per the final installed and commissioned quantity of the project area. The contractor shall maintain a minimum 2% inventory of quantity of all the necessary equipments, except DT, PSS, RMU, LT feeder panel, all type of cables. The contractor shall maintain a minimum 0.5% inventory of each type/capacity of PSS, DT, RMU and LT feeder panel and all type of cables (for the size LT XLPE cable of 3.5 CX300 sq.mm. will maintain 1%). He will also maintain the inventory asset register and the same will be submitted on monthly basis to the concerned XEN/Operation with copy to Engineer in charge and SE/Operation and also submit the annual audit report. The contractor will also provide atleast 2 nos mobile DT stations alongwith other material/arrangement to restore the supply immediately in case of any fault.

The security of the office/store and the equipments shall be the contractor’s responsibility.

7. **SUPPORT PERIOD AND AMC:**

The Support services (including O&M) period shall be for five (5) years duration and shall commence just after the completion of all installation & commissioning jobs by the Contractor under the project and acceptance by the utility for the entire project, as well as during the period of execution of the project, as mentioned in the scope above.

8. **MONITORING AND REPORTING:**
The overall responsibility of smooth running of the system infrastructure installed under the project shall be with the contractor only. He shall have systematic monitoring mechanism in place in order to ensure 24X7 supply. Regularly monitor and maintain a log of the performance monitoring of system. Regular analysis of events and failure/system interruption logs generated in the control room shall be carried out and the report be submitted. To undertake actions in accordance with the results of the log analysis to ensure that the hindrances in the infrastructure are identified and remedial action is taken, he shall report to the Engineer in charge on a weekly basis about the system running condition for which he shall get the MIS formats approved from the Engineer in charge. In addition he shall submit report on a monthly basis detailing about the disruptions and other issues encountered during the month. The format for the monthly report shall also be got approved by the contractor. In general the MIS report shall depict the SAIDI, SAIFI, Area wise No of Disruptions, no of complaints, redressal, analysis etc and the monthly report shall include Area wise details of each
complaint, time, duration of downtime, nature of problem, time of restoration of supply, duration, issues, suggestions etc.

9. SUPPORT FOR SYSTEM EXPANSION

Ideally the system laid under the project shall be sufficient in capacity to cater to the load requirements for up to next 15 years. However, NewFRTUs, RMUs, FPIs, DTs, cables, LT panels etc per year are likely to be added in the system on need basis. The services under the scope shall be to cater to the operation and running of the system thus added.

10. PENALTY CHARGES:

A. Performance parameters of the O&M contractor on the following parameters shall be calculated by the system. Presently the DHBVN has filed an application before the HERC for imposing of the reliability surcharge @ 0.50 paise per unit to the consumer pertaining to the project area for providing 24X7 quality power supply to the consumers. However the decision on the reliability surcharge is still to be decided. As such any penalty on the following parameters as well as in case of reliable power supply imposed by the HERC shall be passed on to the contractor. Apart from this any modifications in the standards of performance on mutual agreed basis as well as penalty imposed by the regulator shall be under the scope of the contractor.

- System Average Interruption Frequency Index (SAIFI)
- System Average Interruption Duration Index (SAIDI)
- Consumer Average Interruption Frequency Index (CAIFI)
- Consumer Average Interruption Duration Index (CAIDI)
- Momentary Average Interruption Frequency Index (MAIFI)

B. The contractor is to ensure 100% up time since the system is to be designed with 100% redundancy at each level. Failure to provide the desired up time, the following penalties shall be levied.
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Nature of service</th>
<th>Standard (indicating Maximum time limit for restoration of supply for rendering services)</th>
<th>Penalty Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Normal fuse off/ ACB/MCCB Tripping</td>
<td>Through Alternative source/Ringing main Within 30 mins.</td>
<td>Rs. 100 in each case of default</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Supply restoration from original source Within 4 hrs</td>
<td>Rs. 100 in each case of default</td>
</tr>
<tr>
<td>2</td>
<td>HT Breakdowns/Cable Damage</td>
<td>Within 15 mins.</td>
<td>Rs. 1000 in each case of default</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Within 12 hrs</td>
<td>Rs. 1000 in each case of default</td>
</tr>
<tr>
<td>3</td>
<td>LT Line Breakdowns/Cable Damage</td>
<td>Within 1 hrs.</td>
<td>Rs. 1000 in each case of default</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Within 12 hrs</td>
<td>Rs. 1000 in each case of default</td>
</tr>
<tr>
<td>4</td>
<td>Distribution Transformer Failure</td>
<td>Within 1 hrs.</td>
<td>Rs. 1000 in each case of default</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Within 6 hrs</td>
<td>Rs. 1000 in each case of default</td>
</tr>
<tr>
<td>5</td>
<td>RMU failure</td>
<td>Within 1 hrs.</td>
<td>Rs. 1000 in each case of default</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Within 6 hrs</td>
<td>Rs. 1000 in each case of default</td>
</tr>
<tr>
<td>6</td>
<td>LT feeder Pillar failure</td>
<td>Within 1 hrs.</td>
<td>Rs. 1000 in each case of default</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Within 6 hrs</td>
<td>Rs. 1000 in each case of default</td>
</tr>
<tr>
<td>7</td>
<td>Individual Consumer Outage</td>
<td>Within 30 mins.</td>
<td>Rs. 100 in each case of default</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Within 4 hrs</td>
<td>Rs. 100 in each case of default</td>
</tr>
</tbody>
</table>

Note: - (i) In case of restoration of supply through alternate source/ ring main, in addition to the above penalty, extra penalty shall be charged for every additional 15 minutes or part thereof as per the above defined penalty amount.
(ii) In case of restoration of supply from original source, in addition to the above penalty, extra penalty shall be charged for every additional one hour or part thereof as per the above defined penalty amount.

11. PREVENTIVE MAINTENANCE

The Contractor shall undertake preventive maintenance of all equipments supplied and installed under the scope of the project, in accordance with this section. The contractor will schedule the maintenance of equipments and get the schedule approved in
advance from the XEN/ Operation concerned. In case of failure to obtain prior approval before the maintenance then the penalty charges as mentioned above shall be applicable. The Contractor will prepare the report and submit the same to the Engineer-in-charge monthly for approval.

12. **Handing over/ taking over:**
After the successful completion of the support services period, all the installed assets maintained by the contractor as well as the inventory as per the minimum fixed and applicable on the last day of O&M services and tools and plants etc shall be handed over to the XEN/Operation, DHBVN, Gurgaon without any cost.

13. **CONTRACTOR’S RESPONSIBILITY:**
1. To ensure smooth and 24X7 availability of quality power supply to the consumers in accordance with the above.
2. Adherence to the prevailing statutes/ guidelines etc pertaining to the above.
3. Deploy qualified and experienced personnel for providing services under the agreement.
4. Coordination with civic authorities on various issues.
5. To ensure that all the existing laws are adhered.
6. Maintain close and harmonious coordination with the DHBVN’s office, field staff and all other stake holders.

14. **EMPLOYER’S RESPONSIBILITY:**
1. To provide requisite support to the contractor in terms of line shutdowns etc.
2. To maintain close and harmonious coordination with the contractor’s office and field staff.
SECTION VI

BOQ AND SCHEDULE OF PRICES
Conducting foot survey, designing the system, supply of material and erection for conversion of existing 11 kV and LT overhead distribution system into 100% redundant underground system in Ring main configuration and installation of 11/0.433 kV Distribution Transformer (conventional and package type) and SCADA enabling equipments such as RMU with inbuilt FRTU and FPI, optical fibre cable, LT feeder panel, street light along with the associated civil works dismantlement of existing HT/ LT system, integration with existing systems, complete testing and commissioning, along with the support services including operation and maintenance of the system so installed for a period of 5 years after the commissioning of entire project in the area of DLF operation sub-division, DHBVN, Gurgaon, under the jurisdiction of DHBVN, under the jurisdiction of DHBVN on turnkey basis in Haryana State against tender enquiry no. TSGP-02/2016-17

Estimated cost = Rs 5,04,42,62,185/-

(Rupees five hundred four crores forty two lacs sixty two thousand one hundred and eighty five only.)
NIT NO TSGP-02/ 2016-17

Summary of price proposal

Bidder’s name and address: ________

________

To

The Chief Engineer/ Smart City Project,
DHBVN, Gurgaon

Dear Sir,

We declare that the following is the lump sum price in rupees for the entire scope of work specified in the specifications and the documents.

Total price for Conducting foot survey, designing the system, supply of material and erection for conversion of existing 11 kV and LT overhead distribution system into 100% redundant underground system in Ring main configuration and installation of 11/ 0.433 kV Distribution Transformer (conventional and package type) and SCADA enabling equipments such as RMU with inbuilt FRTU and FPI, optical fibre cable, LT feeder panel, street light along with the associated civil works dismantlement of existing HT/ LT system, integration with existing systems, complete testing and commissioning, along with the support services including operation and maintenance of the system so installed for a period of 5 years after the commissioning of entire project- in the area of DLF operation sub-division, DHBVN, Gurgaon, under the jurisdiction of DHBVN, under the jurisdiction of DHBVN on turnkey basis in Haryana State against tender enquiry no. TSGP-02/ 2016-17 is all inclusive of concessional tax i.e. CST/ VAT (as the case may be), duties, levies, freight and insurance and is given as under-

(To be submitted online in price envelope)
Schedule-II

(Attached separately)