GENERAL RULES AND DIRECTIONS
SECTION – I

INVITATION FOR BID
**Dakshin Haryana Bijli Vitran Nigam**

NIT No. 43/XEN/Civil/HSR/2016    dated: 16.03.2016

Tender for Maintenance of Sewerage System of Vidyut Nagar Colony, Hisar

Cost of Tender Form = Rs. 1400/-  
Estimated cost of work: = Rs. 6.97 lacs  
Completion period of work = 12 months

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Tender Fee (Rs.) (Non – refundable)</th>
<th>EMD (Rs.)</th>
<th>e-service Fees (Rs.) (Non – refundable)</th>
<th>Start Date and Last date of Downloading of Tender Documents, Bid Preparation &amp; Bid Submission</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Maintenance of Sewerage System of Vidyut Nagar Colony, Hisar</td>
<td>1400/-</td>
<td>14000/-</td>
<td>1000/-</td>
<td>22.03.2016 To 12.04.2016</td>
</tr>
</tbody>
</table>
Open Tender in two parts (part-1 technical specification Commercial terms & conditions and Part-II price bid) are invited by the SE/Civil, DHBVN, Hisar from the reputed contractors of appropriate class, registered with Vidyut Nigam’s/ State PWD/CPWD/MES/ Railways or other Govt. Dept., having proven construction experience, on percentage rate basis above/ below HSR-1988 (incorporated with all the correction slips and ceiling premium as applicable and including the date of opening of tenders) and item rate for N.S. items.

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description of Work</th>
<th>Estimated Cost (Rs.)</th>
<th>Earnest Money (Rs.)</th>
<th>Tender Cost (Rs.)</th>
<th>E-Service Fee in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Maintenance of Sewerage System of Vidyut Nagar Colony, Hisar</td>
<td>6.97Lacs</td>
<td>14000/-</td>
<td>1400/-</td>
<td>1000/-</td>
</tr>
</tbody>
</table>

Key Dates

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Department Stage</th>
<th>Tenderer’s Stage</th>
<th>Start date and time</th>
<th>Expiry date and time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>-</td>
<td>Downloading of Tender Documents &amp; Bid Preparation</td>
<td>22.03.2016 at 17:00 Hours</td>
<td>12.04.2016 at 13:00 Hours</td>
</tr>
<tr>
<td>2</td>
<td>Technical Opening (Part-I)</td>
<td>-</td>
<td>12.04.2016 at 15:00 Hours</td>
<td>---</td>
</tr>
<tr>
<td>3</td>
<td>Short listing of Technical bids &amp; Opening of Financial Bid</td>
<td>Will be intimated to the firms on their E-mail</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTE:- *(The Technical Part – I & Financial bid shall be opened in the office of XEN C/W Divn. DHBVN Vidyut Sadan, Hisar)*

Executive Engineer/Civil Works,
DHBVN, Hisar
SECTION - II

INSTRUCTION TO BIDDERS
Instructions to bidder on Electronic Tendering System
These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on e-Procurement 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. 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.

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 Tender Download and bid preparation. 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
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:
For purchasing the tender documents 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 https://haryanaeprocurement.gov.in.

4 Pre-requisites for online bidding:
In order to bid online on the portal https://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 N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at https://haryanaeprocurement.gov.in.

6 Download of Tender Documents:
The tender documents can be downloaded free of cost from the eProcurement portal https://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/offline Payment of Tender Document Fee, eService fee, EMD fees and Submission of Bid Seal (Hash) of online Bids:
8.1 The Bidders can download the tender documents from the Portal: https://haryanaeprocurement.gov.in.

   The Bidders shall have to pay for the Tender documents, EMD Fees & eService Fee of Rs.1000/- online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks.

   The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts. The Payment for EMD can be made online directly through RTGS / NEFT and the bidder would remit the funds at least T + 1 day (Transaction + One working day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.

8.2 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) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal https://haryanaeprocurement.gov.in.

(B) For help manual please refer to the ‘Home Page’ of the eProcurement website at https://haryanaeprocurement.gov.in, and click on the available link ‘How to online’ to download the file.

(C) 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.
Guideline for Online Payments in e-tendering

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department’s page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

a. Debit Card
b. Net Banking
c. RTGS/NEFT

Operative Procedures for Bidder Payments

A) Debit Card

The procedure for paying through Debit Card will be as follows.

(i) Bidder selects Debit Card option in e-Procurement portal.
(ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
(iii) Bidder clicks on “Continue” button
(iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
(v) Bidder enters card credentials and confirms payment
(vi) The gateway verifies the credentials and confirms with “successful” or “failure” message, which is confirmed back to e-Procurement portal.
(vii) The page is automatically routed back to e-Procurement portal
(viii) The status of the payment is displayed as “successful” in e-Procurement portal.
The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
(ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B) Netbanking

The procedure for paying through Net banking will be as follows.

(i) Bidder selects Net banking option in e-Procurement portal.
(ii) The e-Procurement portal displays the amount to be paid by bidder.
(iii) Bidder clicks on “Continue” button
(iv) The e-Procurement portal takes the bidder to Net banking payment gateway screen displaying list of Banks
(v) Bidder chooses his / her Bank
(vi) The Net banking gateway redirects Bidder to the Net banking page of the selected Bank
(vii) Bidder enters his account credentials and confirms payment
(viii) The Bank verifies the credentials and confirms with “successful” or “failure”
message to the Net banking gateway which is confirmed back to e-Procurement portal.

(ix) The page is automatically routed back to e-Procurement portal

(x) The status of the payment is displayed as “successful” in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.

(xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

C) RTGS/ NEFT

The bidder shall have the option to make the EMD payment via RTGS/NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

i. Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.

ii. Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.

iii. Each challan shall therefore include the following details that will be pre-populated:

. Beneficiary account no: (unique alphanumeric code for e-tendering)
. Beneficiary IFSC Code:
. Amount:
. Beneficiary bank branch:
. Beneficiary name:

iv. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.

v. The bidder would remit the funds at least T+1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.

vi. Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

List of Net banking banks

1. Allahabad Bank
2. Axis Bank
3. Bank of Bahrain and Kuwait
4. Bank of Baroda
5. Bank of India
6. Bank of Maharashtra
7. Canara Bank
8. City Union Bank
9. Central Bank of India
10. Catholic Syrian Bank
11. Corporation Bank
12. Deutsche Bank  
13. Development Credit Bank  
14. Dhanlaxmi Bank  
15. Federal Bank  
16. HDFC Bank  
17. ICICI Bank  
18. IDBI Bank  
19. Indian Bank  
20. Indian Overseas Bank  
21. Indusind Bank  
22. ING Vysya Bank  
23. J and K Bank  
24. Karnataka Bank  
25. Kotak Mahindra Bank  
26. Karur Vysys Bank  
27. Punjab National Bank  
28. Oriental Bank of Commerce  
29. South Indian Bank  
30. Standard Chartered Bank  
31. State Bank Of Bikaner and Jaipur  
32. State Bank of Hyderabad  
33. State Bank of India  
34. State Bank of Mysore  
35. State Bank of Travencore  
36. State Bank Of Patiala  
37. Tamilnad Mercantile Bank  
38. Union Bank of India  
39. United Bank of India  
40. Vijaya Bank  
41. Yes Bank
1. SCOPE OF BID

1.1 Dakshin Haryana Bijli Vitran Nigam, Hisar hereinafter called “The Employer” wishes to receive the Bids through for Mtc. of Arboriculture Services activities in DHBVNL as per the following details:

<table>
<thead>
<tr>
<th>Description of works</th>
<th>Earnest Money</th>
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<tbody>
<tr>
<td>Maintenance of Sewerage System of Vidyut Nagar Colony, Hisar</td>
<td>Rs. 14000/-</td>
</tr>
</tbody>
</table>

1.2 The detailed functional requirements are available in the Section IV of the bid documents.

2. QUALIFICATION OF THE BIDDER

2.1 To qualify for the award of the Contract, the bidder should have the following qualifications:

i. Required amount of cost of tender form and Earnest Money is deposited by the bidder and should have Pan No.

ii. Bidder should be Regd. Contractor/ with Govt. Deptt. / under taking.

iii. Deleted.

2.2 Bids may be submitted by individual firms or joint ventures / consortium of firms as under:-

a) The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the lead partner as per proforma enclosed in Section-V.

b) All partners of the joint venture/consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the Bid Form and in the Contract Form (in case of successful Bid).

c) The bid will include a letter signed by both the members of the consortium who are bidding jointly for this work.

d) One of the members of a consortium must be nominated as the lead members, and this nomination shall be evidenced by submitting a letter of authorization signed by legally authorized signatories of both the members.
e) A single organization can bid independently or be a part of only one consortium. In case, any organization is a part of more than one bid, all these bids will be summarily rejected.

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 Owner 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**

   4.1 Each Bidder shall submit only one bid by himself, or as a partner in a firm. A Bidder, who submits or participates, in more than one Bid, will be disqualified.

5. **Contents of Bidding 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:

   **Volume-I**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section-I</td>
<td>Invitation for Bids (IFB)</td>
</tr>
<tr>
<td>Section-II</td>
<td>Instruction to Bidders (ITB)</td>
</tr>
<tr>
<td>Section-III</td>
<td>Conditions of Contract (CC)</td>
</tr>
<tr>
<td>Section-IV</td>
<td>Specifications (Scope of work)</td>
</tr>
<tr>
<td>Section-V</td>
<td>Sample forms and procedure</td>
</tr>
<tr>
<td>Section-VI</td>
<td>Schedule of Prices</td>
</tr>
</tbody>
</table>

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 Owner. The Owner 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 Owner in writing.

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

7 Amendment for Bidding Documents.

7.1 At any time prior to the deadline for submission of Bids, the Owner 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. Owner will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

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

7.4 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 Owner, 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 Owner 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 Owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, 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 Bid shall consist of proof of PAN No., tender documents, Earnest money, enlistment/registration, experience certificate, key person with price bid.
   10.2 Tender will be opened on the same day at 15.00 Hours, in the office of XEN C/W Divn., DHBVN, Hisar.

11. **Contract Quality Assurance**
The Bidder shall include in his proposal the Quality Assurance Programme containing the overall quality management and procedures, which he proposes to follow in the performance of the Contract during various phases.

12. **Bid Price**
   12.1 Price quoted for each item in the Bid form and schedule of prices shall be reasonable for each item in the judgment of the Employer. Under no circumstance, will a manifestly unbalanced Bid be considered.
   12.2 The Bidder shall fill in prices for all items of Works described in the schedule of prices, whether quantities are stated or not. Items against which, no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered in the other prices in the schedule of prices.
   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 The Prices quoted by the Bidder shall be inclusive of all taxes, duties, levies, freight & insurance etc. and shall be ‘FIRM’ during the performance of the Contract and shall not be subject to variation on any account.
   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 90 days after the date of opening of bid.
   13.2 In exceptional circumstances, prior to expiry of the original Bid validity period, the Employer may request the 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 cable. 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 security for the period of the extension.
14 **Taxes and Duties**

14.1 The bidder shall be responsible for all taxes, duties and levies.

14.2 As regard the Income Tax, surcharge on Income Tax and other taxes including tax deduction at source, the Bidder shall be responsible for such payment to the concerned authorities within the prescribed period.

14.3 The Deduction of Tax at source / Works Contract Tax as per applicable law shall be made from the Bills of the Contractor.

15. **Bid Security**

15.1 The Bidder shall furnish, as part of the Bid, an earnest money, as mentioned below:

<table>
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<th>E. M. D.</th>
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The earnest money/security deposit taken from the firms under this regulation shall be forfeited in part or in full under the following circumstances.

i. If the tenderer withdraws his tender at any stage during the currency of his validity period, the earnest money shall be forfeited in full in such cases.

ii. If the work has been allotted but the supplier refuses to comply with it, the earnest money deposited by him shall be forfeited in full. This forfeiture shall be without prejudice to the right of the Nigam to claim damages as admissible under the law as well as to take action against the supplier for blacklisting etc.

iii. In the event of a breach of contract in any manner, the security deposit shall be forfeited and adjusted against the claim of the Nigam on the supplier.

15.2 The Employer shall reject any Bid not accompanied by an EMD.

15.3 The EMD of unsuccessful Bidders will be returned as promptly as possible after the expiry of the period of Bid validity/extended Bid validity as the case may be. It will be returned within 10 days of allotment of work.

15.4 The EMD may be forfeited.

15.4.1 If the Bidder withdraws his Bid, except as provided in sub- Clauses 13.2 & 21.1.

15.4.2 In the case of successful Bidder, if he fails within the specified time limit to:

15.4.2.1 Sign the agreement, or

15.4.2.2 Furnish the required performance security.

16 **Format of Bid**

16.1 The Bid 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 Bid. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.

16.2 The Bid 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 Bid.

17 **Signature on 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 the all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorised partner(s) or other authorised representative(s). Copy of the Partnership deed will be supplied alongwith 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 authorised 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. Deleted

19. Deleted

20. Deleted

21. Deleted

22. Deleted.

23 **Opening of Bids by Owner**

23.1 The Owner will open Bids in the presence of Bidder’s representatives 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
and 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 Owner, 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 Owner may at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing no change in prices or substance of the bid shall be sought, offered or permitted.

25 Examination of Bids
25.1 The Owner 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 All arithmetical errors will be rectified on the basis of the unit price or total price (in figures or in words) which ever is more beneficial to the Owner.

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 quoted by each Bidder in his proposal for the complete scope of Works including all taxes duties & levies and including Freight, Insurance, Erection, Testing and Commission charges.

27 Comparison of Bids.
27.1 The Bids shall be compared on the basis of lump sum prices 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 among themselves to determine the lowest evaluated Bid.

28 Contacting the Owner
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 Owner 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 Owner and/or his employees/representative on matter related to the Bids under consideration. The Owner, 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
The whole Contract shall be awarded to a single Contractor. If the quoted rates of more than one bidder are same, it will be decided by DHBVN on merit based on previous performance and experience of the bidders. Decision of authority competent to approve tender shall be final in this regard.

30 Owner’s Right to accept any Bid and to reject any or all Bids.
The Owner 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 Owner's action.

31 Notification of Award
31.1 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 cable or Telex or Fax, to be confirmed in writing by registered letter, that its Bid has been accepted.
31.2 The notification of award will constitute the formation of the Contract.
31.3 Upon the successful Bidder’s furnishing of performance guarantee pursuant to Clause 33, the Owner will promptly notify each unsuccessful Bidder and will discharge his Bid security, pursuant to Clause 15.

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 ten (10) days of the Notification of the Award the successful Bidder shall sign and date the Contract and return it to the Owner.

33 Contract Performance Guarantee.
33.1 Within 10 days of issue of notification of award from the Owner, the successful Bidder, to whom the Work is awarded, shall be required to furnish a performance Guarantee in the shape of demand draft from a Nationalized Bank, in favour of XEN C/W Divn., DHBVN, Hisar. The guarantee amount shall be Rs 1.65/- lacs and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications.
33.2 The Estimated cost put to tender is tentative as there are no fixed norms/schedule of rates for estimation of the activities. Performance guarantee will remain equal to Rs. 1.65/- lacs. The guarantee shall be valid upto 90 days after the end of contract period.

33.3 The Performance Guarantee shall cover additionally the following guarantees to the Owner:
   a) The Successful Bidder guarantees the successful and satisfactory operation as per the specifications and documents.

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

33.5 The Performance guarantee will be returned to the Contractor without any interest at the end of the contract period.

34 Quantity Variation
The Employer reserves the right to increase or decrease the Contract value or the quantity of Bid and services specified without any change in the unit price or other terms and conditions during the execution of the Contract. The payment shall be made on actual basis for the services rendered.

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 execution of the Works. The cost of visiting the Site shall be at the Bidder’s own expenses.

35.2 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.

XEN C/W Divn.,
DHBVN, Hisar.
SECTION-III

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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, 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 signing of Contract.

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.

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) “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.

h) “Force Majeure” has the meaning assigned to it under Sub Clause 32.1.

i) “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.

j) “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.

k) “Performance Guarantee” means the security to be provided by the Contractor in accordance with Sub Clause 8.1 for the due performance of the Contract.

l) “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.

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

n) “Bid” means the Contractor’s priced offer to the Employer for the execution of the Works.
o) “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.

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


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 Nodal officer of this project.

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 with-held. Unless otherwise specified, such notice, consent or approval shall be in writing and the word “notify” shall be construed accordingly. All such letter and notices shall be addressed by the Contractor to the XEN C/W Divn., DHBVN, V.N. Hisar.

1.4. Period

In these conditions “day” means calendar day.

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 XEN C/W Divn., DHBVN, Hisar.

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 money due under the Contract shall not be considered an assignment.
4. **Sub-Contracting**
   The Bidders are not allowed to sublet the Contract to any Sub-Contractor for execution of the allotted work.

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 Specifications.
   c) Conditions of Contract.
   d) Bidder's Priced Offer.
   e) Any other documents forming part of the Contract.

6. **Obligation of the Contractor.**
   a. **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 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 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 implementation of the software.
7. **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.

8. **Performance Guarantee**

   8.1 The Contractor shall execute/furnish Performance Guarantee as per details given under Clause 33 of Section-II (Instruction to Bidders). The form of the Performance Guarantee shall be as provided in Section-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.

   8.2 Period of validity

   The Performance Guarantee shall be valid upto 3 months(Returned after deduction) after till the Contract is executed and completed.

8.3 Non-compliance of Performance Guarantee Clause

   Failure of successful Bidder to comply with the requirement of Clause 33 of Section II (Instruction to Bidders), shall constitute sufficient grounds for annulment of Award and for forfeiture of the Bid Security. In that case DHBVN reserves the right to award the work to next lowest bidder / reinvite the tenders.

9. **Contract Price**

   9.1 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 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.

10. **Period of Contract**

    Period of contract shall be for 12 months which can be extended further upto 12 months on mutual consent at same rates and terms and conditions, if services are found satisfactory.
11. Complaint Register cum Site order Book.

The contractor will maintain a complaint register cum site order book which would be kept at specified place to be decided by the XEN C/W Divn., DHBVN, Hisar.

12. Compliance with Laws

12.1 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.

11  Conveyance to Labour.

13.1 The contractor shall provide mobile phone and conveyance to his supervisor.

14. Obligations of the Employer

14.1 Access to and Possession of the Site

The Employer shall in reasonable time, grant the Contractor access to the Site, which may, however, not be exclusive to the Contractor.

15. Labour

15.1 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 favorable 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.

15.2 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.

15.3 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.

15.4 Successful Bidder will have to submit a certificate that he has compiled with the provision of Industrial and Labour Laws including PF Act, ESI Act etc. as may be applicable.

16. Workmanship and Materials

16.1 Manner of Execution
All work to be done shall be executed in the manner set out in the Contract. Where the manner of 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.

16.2 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.

17. Deleted.

18 Rejection

18.1 If the Employer decides that any work or part thereof is defective or otherwise not in accordance with the Contract, he may reject such work 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 the work complies with the Contract. If the Employer requires such work 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.

19 Period of Contract:

19.1 The contract shall be made for the work of arboriculture for a period of one year which can be extendable for a further period of another one year with mutual consent
of both parties and as on the basis of performance shown by the firm. The performance of the firm shall be watched regularly and continuously by this office of the XEN C/W Divn., DHBVN, Hisar. The contract or the awarded work may be rescinded at any time if the performance regarding achievement of the objective and scope of work is not found satisfactory or the firm commits breach of any of the terms and condition of the contract. No compensation shall be payable in the case the contract or the work awarded is rescinded on account of non performance /unsatisfactory performance. The DHBVN may advice the firm for improvement in case the performance made by the agency is not considered as satisfactory upto the mark.

19.2 **Completion of work and penalty for unattended part of work:** In case of failure to complete the work as per scope of work, penalty @5% of the fees payable for each work shall be effected from the bill (s) payable to the firm or from the security deposited by the Contractor. Decision of XEN C/W Divn., DHBVN, Hisar shall be final in this regard.

20. **Deleted.**

21. The persons deployed by the contractor for the work shall be the employees of the contractor for all intents and purposes and in no case there shall be any relationship of employer and employee between the said persons and XEN C/W Divn., DHBVN, Hisar either implicitly or explicit. The contractor will ensure that employees are medically fit and free from communicable disease. The antecedents of the persons to be provided by the contractor will be got verified from the appropriate authority by the contractor at his own level. The staff employed by the contractor shall be under the supervision of his supervisor who shall be available in Vidyut Nagar Colony during working hours and report to the concerned JE or his representative.

22. The contractor shall ensure that the staff employed by him is decently and properly dressed with distinct identification such as caps etc. For the purpose of proper identification of these employees deployed at various points, the contractor shall issue identify cards/identification documents etc. and they shall be duty bound to display the identify cards / Identification documents etc. at the time of duty.

23. The contractor will raise the bill to AGM/Civil Mtc. DHBVN, Vidyut Nagar, Hisar by the 1st date of every month. On receipt of satisfactory performance, the payment will be made latest within 7 days of receipt of verified bill from AGM/Civil Mtc. in O/o XEN C/W Divn., DHBVN, Hisar, AGM/Civil will submit the bill within 5 days in Division office.

24. **Certificates and Payment**
24.1 The completion of contractual formalities the firm would be an essential requirement for claiming any payment. The firm shall be entitled to get payment as under:- The payment shall be made 30th days after the acceptance of the verification report of authorized officer by the Competent Authority.


All payments shall be made in Indian Rupees only.

26. Set Off & Risk Procedure

26.1 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.

26.2 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 with 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. Decision of XEN C/W Divn., DHBVN, Hisar shall be final in this regard.

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. Decision of XEN C/W Divn., DHBVN, Hisar shall be final in this regard.

27. Risk and Responsibility

27.1 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 27.2.

b) The Contractor: The Contractor’s Risks as specified in Sub Clause 27.4.

27.2 Employer’s Risks

Employer’s risk shall be as under:

In so far 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.

27.3 Deleted

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

28. Damage to Property and injury to Persons

28.1 Contractor’s Liability
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.

28.2 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 27.2, but not otherwise.

29. 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.

30. Limitations of Liability

30.1 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.

30.2 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.

30.3 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.

31. Insurance

31.1 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.

31.2 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.

31.3 Employees
The Contractor shall insure and maintain insurance against his liability under Sub Cluse-28.

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

31.5 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.

31.6 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.

32. Force Majeure.
32.1 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.
32.2 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.

32.3 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.

32.4 Performance to Continue.
Upon the occurrence of any circumstances of Force Majeure the Contractor shall Endeavour 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.

32.5 Additional Costs caused by Force Majeure.
If the Contractor incurs additional costs in complying with the Employer's directions under Sub Clause-32.4, the amount thereof shall be certified by the Employer and added to the Contract Price.

32.6 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-27.2. 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.

32.7 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.

32.8 Payment on Termination for Force Majeure.
If the Contract is terminated under Sub Clause-32.7 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.

33. Contractor's Default.

33.1 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 Programme for carrying out of the Works, the Employer may give notice to the Contractor requiring him to make good such failure or neglect.

33.2 Nature of Contractor's default.
If the Contractor:-

a) Has failed to comply within a reasonable time with a notice.

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.

33.3 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.

33.4 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 33.3. If there is no such extra cost the Employer shall pay any balance due to the Contractor.

33.5 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.

34. Employer’s Default

34.1 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

34.2 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.

34.3 Payment on termination for Employer’s Default.
In the event of such termination the Employer shall pay the Contractor as amount calculated as per record of Nigam.

35 Changes in Cost and Legislation

35.1 The Contract price shall remain firm and shall not be subject to any variation on any account.

35.2 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 it 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.

36 Customs

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

37 Notices

37.1 Notice to Contractor
All certificates, notices or written or verbal 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.

37.2 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.

37.3 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.

38 Settlement of Disputes
38.1 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.

38.2 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.

38.3 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.

38.4 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.

38.5 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.

39. Arbitration

All matters, questions, 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 any officer appointed by the competent authority of 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.

40. LIEN:

In case of any lien or claim pertaining to the work and responsibility of the firm for which DHBVNL might have been made liable, the DHBVNL shall have the right to recover such claim amount from the firm.

41. 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 purpose of this provision, the terms set forth as follows:

(i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything 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.

42. BLACKLISTING OF THE FIRMS:
As the purchase order becomes a valid contract between the purchaser and supplier on the date of its issue, no further changes in the terms and conditions thereof are permissible and any request received in this regard from the supplier should be summarily rejected, making it clear to supply the goods strictly in accordance with the terms and conditions of the contract. It should be noted that such a liability can be enforced on the supplier only if the purchase order does not contain any term or condition contrary to what had been quoted in the supplier’s tender. Once this is ensured, any attempt by the supplier to back out of his commitment should be taken a serious and his earnest money deposited be forfeited forthwith, without prejudice to any further legal remedies open to the Nigam under the relevant laws. Where necessary, the case of supplier illegally backing out of the commitment, shall be put up to the Whole Time Directors for consideration and to decide for black listing of the firm and damages, if any, to be recovered.

43. **Taxation**

40.1 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.

40.2 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.

44. **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.

45. **Payment of Minimum Wages**

The contractor will have to pay minimum wages to the workers/official by way of account payee cheque/bank draft/pay order.

46. **Compliance of EPF & Misc. Provision Act-1952.**

The bidder will comply with the provisions of EPF & Misc. Provision Act 1952 if applicable and will have to deposit the employer & employees contribution with the EPF organization in accordance with this act.

47. **Composition and address of service provider**
The service provider shall furnish to the DHBVN all the relevant papers regarding its
constitution, name & address of the management and other key persons and proof of its
registration with the concerned Govt. authorities required for running such business.

48. **Governing Law/Jurisdiction**

The applicable law governing this agreement shall be the laws of India and the courts of
Hisar shall have the exclusive jurisdiction to try dispute if any with respect to this
agreement.

49. **Payment shall be made to the regular workers through cheque.**

50. The maintenance of sewerage job shall be continued on all days including Sundays and
National holidays and other holidays.

51. The contractor will maintain the complaint register. The daily information in respect of
complaint lodged/attended will be sent to JE/AGM/Civil Incharge.

52. Contractor will deploy minimum four workers and one supervisor for carrying out the
work the job. The contractor will deploy more workers, if required to carry out the job as
per scope of work/satisfaction of Engineer-in-Charge. Work shall be got carried out as
per specification/scope of work failure to do so shall be treated breach of contract.

53. Contractor will make the payment to labour/workers from own pocket latest by the 7th
date of every month. On receipt of satisfactory performance, the payment will be made
latest by the 20th day of following month.

54. On award of contract, the contractor shall apply for the labour contractor license from
the competent authority immediately and failure to do so will be liability of contractor.

55. The contractor shall ensure that the staff employed shall be paid wages not less than
the minimum wages specified by the State Govt. The contractor shall also ensure that
all statutory dues such as EPF/ESI etc. as applicable to such staff under any law, rule
of notification of the Govt. of India/State Govt. are paid and the contractor shall solely
be liable for the same. **The contractor shall submit a copy of the payment sheet
duly signed by the workers, engaged by him alongwith a certificate, to the
AGM/Civil Mtc. with the bill certifying that wages and statutory dues required to be paid
to the staff for the preceding month have been paid.**

56. Subletting of contract directly or indirectly is not permissible and may result in pre-
mature termination of contract or imposition of any other penalty including forfeiture of
security.

57. The contractor shall ensure that the staff employed by him is decently and properly
dressed in distinct uniform. **The uniform shall be as approved by the Estate
Officer DHBVNL, Hisar.** For the purpose of proper identification of these employees
deployed at various points, the contractor shall issue identify cards/identification
documents etc. and they shall be duty bound to display the identify cards at the time of
duty.
58. The contractor shall provide a mobile phone and conveyance to his supervisor. The contractor shall provide conveyance to the workers/staff if required. The contractor will open a complaint center at Vidyut Nagar Colony. A complaint register will be maintained by the agency. The complaints shall be entered in the register from 8.00 a.m. to 5.00 p.m. The complaints shall be attended by the agency and the agency shall get countersignatures of the JE/Supervisor Incharge of the Nigam.

59. In order to cope with the obligations as per act, the contractor shall obtain workman’s compensation insurance policy from an approved insurance company to cover up the risk of injury/death of the contract labour engaged by him at site if covered under act. The Labour regulation shall be deemed as part of the contract and breach thereof shall be deemed as breach of contract. Accordingly the contractor will render for penal action for omission and commission on his part by the competent authority. The contractor will have to deposit employee’s contribution as well as matching contribution to the EPF authorities every month & a certified copy of the challan of having deposited the liabilities in the contractor’s code, shall be submitted along-with the bills if covered under act.

XEN C/W Divn.,
DHBVN, Hisar.
SECTION – IV

SPECIFICATIONS
(Scope of Work)
The scope of work shall include but not limited to the following:-

1. To maintain Sewerage System external as well as internal in V. N. Colony and attend the complaints of blocked/chocked W.C.s, inspection Chambers, manholes, gully traps, floor traps and sewer pipe line in 1076 No’s residential and other non residential buildings in entire area of about 12 acres of Vidyut Nagar Colony such as 33 kv S/Stn. Vidyut Nagar, M&T Lab, Central Store, TRW building, oil testing lab, middle school, (only outside of Vidyut Sadan , HVPNL & CE(OP) building) Community Centre, Shopping Centre, Toilets in parks, etc. and disposal of sewerage solid waste at authorized out side municipal limit dumping site as per directions of XEN C/W, Divn./AGM/Civil mtc./JE incharge.

2. Contractor will assist to mason/plumber deployed by DHBVN in replacing of W.C’s floor traps, bends, gully traps sewerage pipe lines etc.

3. Contractor will remove generated out of malba from the site and dumping the same at authorized dumping site out of Vidyut Nagar Colony and as per directions of XEN C/W, Divn./AGM/Civil mtc./JE incharge.

4. To operate and maintain the electrical installed operated pump sets of 10 B.H.P for disposal of sewerage near gate No. 2 of Vidyut Nagar Colony, as per requirement to maintain and dispose off the sewerage from manhole/mainlines to the main sewer of HUDA on daily basis. The contractor will also use one No. 8 B.H.P. Diesel operated portable sewerage pump set wherever necessary to clear the chocked main and sub mains. These 2 Nos pump sets and allied accessories will be provided by DHBVN free of cost but the contractor will maintain these pump sets in always in running condition i.e. mtc and repair to pumps, inlet & outlet hose pipes etc. Diesel will be arranged by the contractor at his own cost. The contractor shall be given the pumps in running conditions and hand over the same in running condition after completion of contract. Contractor will make his own arrangement of pump in case of breakdown of the same.

5. All T&P like sewerage cleaning machine, Kassi, Tasla, bucket, rope, bamboo, key, pressure pump, gumboot, hammer, hand cart, soap, sewerman Kit torch etc. required during cleaning the sewer lines etc. will be arranged by the contractor at his own cost.

6. All the sewer lines manholes, inspection chambers, gully traps etc. shall be cleaned whenever required positively and the sewage waste / silt shall be removed from the site of manhole / inspection chamber / GT immediately and shall be disposed off at dumping site outside of V.N. Colony and as approved by authorities of Nagar Nigam Hisar as per direction of XEN C/W, Divn./AGM/Civil mtc./JE incharge

7. Water and electricity for operation of 10 BHP electricity operated sewerage pump at Gate No. 2 of V. N. Colony will be supplied by the Nigam free of cost for the operation of cleaning but the necessary T&P, wire, container for filling water into pumps and pipes to connect the water supply will be arranged by the contractor.

8. All the expenditure on cleaning system of sewerage shall be borne by the contractor. No expenditure of any sort shall be borne by the Nigam.
9. The contractor or his authorized representative will maintain the complaint register and note
down the complaints daily from JE/AGM Civil mtc. incharge daily at 8:00 AM to 8:15 AM and
give the feedback in writing during 12:30 to 1:00 PM and note down the fresh complaints and
again give feedback between 4:30 to 4:45 PM and note down the fresh complaints if any.
Complaints shall be got attended on same day latest within 6 hrs. positively.

In case complaints are not attended on same day then penalty of Rs. 100/- to Rs. 2000/- per
day shall be charged depending upon the nature of complaints. Decision of committee of
AGM/Civil Mtc., XEN C/W, Divn and SE/Civil, DHBVN shall be final in this regard.

10. In case performance is not found satisfactory at any stage then after issue of notice to improve
within 7 days of issue of notice, DHBVN may terminate the contract without any further notice.
Decision of committee of AGM/Civil Mtc., XEN C/W, Divn and SE/Civil, DHBVN shall be final in
this regard. Performance Guarantee Security shall also stand forfeited and contractor shall be
blacklisted for further tendering in DHBVN/ other power utilities / Govt. Departments.

11. The Contractor would carry the manhole/ I.C. / Gully trap covers from the department store at
his own cost and ensure that all the I.C./ Manhole must remain covered with covers tightly.

12. The contractor should be in a position to arrange tractor with sewage collection tanker having
pumping arrangement with in 2-3 hours and complaint should be attended within 6 hours of
intimation positively & immediate relief in case sewer line could not be cleared manually. Failure
to do so would invite penalty for Rs. 500 to 2000/- per occasion.

13. The contractor has to arrange at his own cost bucket type / pressure nozzle type sewerage
cleaning machine and when required.

14. Contractor will have own sewerage cleaning machine and sewage collection tanker from
immediate clearance of blocked sewer which shall be kept in V. N. colony during period of
contract.

XEN C/W Divn.,
DHBVN, Hisar.
SECTION – V

SAMPLE FORMS AND PROCEDURES
## ANNEXURES

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ANNEXURE – 1

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 XEN C/W Divn.,
DHBVN, Hisar.

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.

2. I*/We* hereby submit our Bid and undertake to keep our Bid value for a period of 90 days from the date of opening 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 ………………………………
Name & Address ………………………
…………………………………………
…………………………………………
…………………………………………
Telephonic Address ………………………
…………………………………………
…………………………………………
Telephone No. ………………………
Telex No. ……………………………

* Strike out whichever is not applicable.
This agreement made this………………..day of …………..2009 between DAKSHIN HARYANA BIJLI VITRAN NIGAM LTD.(hereinafter referred to as “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 permittted 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 Resulting into a “Contract”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER :-

1.0 Article

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.

2.0 Contract Documents :

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

i) 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 sub-contractor’s quality Assurance Systems and manufacturing activities.

3.4.3 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 Hisar 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 Hisar.

WITNESS :

1. ........................................... (Owner’s Signature )
   (Printed Name)
2. ........................................... (Designation)
   (Company’s Stamp)
3. ........................................... (Contractor’s Signature)
   (Printed Name)
4. ........................................... (Designation)
   (Printed Name)

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 XEN C/W Divn.,
DHBVN, Vidyut Nagar,
Hisar-125005.

Dear Sirs,

In consideration of Dakshin Haryana Bijli Vitran Nigam Limited (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 ................................................................. with its registered / Head office at .........................(herein after 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 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 .......................... 2005 at ..........................

WITNESS

...................................................................................................................
(Signature) (Signature )

...................................................................................................................
(Name ) (Name )

...................................................................................................................
(Official Address) (Designation with Bank Stamp)

Attorney as per Power Of
Attorney No. .............................
Date .............................

Note :
This sum shall be ten percent ( 10%) of the Contract Price.

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 XEN C/W Divn.,
DHBVNL, Vidyut Nagar,
Hisar-125005.

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.
SECTION – VI

SCHEDULE OF PRICES
**Price Schedule**

NIT No. 43/XEN/Civil/HSR/2016 dated: 16.03.2016

Tender for Maintenance of Sewerage System of Vidyut Nagar Colony, Hisar

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description of items</th>
<th>Estimated Qty. for 12 months</th>
<th>Unit</th>
<th>Per month Rate to be quoted by the Bidder i/c Service Tax as applicable &amp; Service Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Maintenance of sewerage system of V.N. Colony including all cost of labour, material, T&amp;P as per scope of work defined in section – IV of tender documents to the satisfaction of Engineer incharge. (one no. complete job for one month)</td>
<td>12 No. jobs for one year.</td>
<td>1 No. job for one month</td>
<td></td>
</tr>
</tbody>
</table>

Note: -
1) Income Tax and other statutory deductions shall be made from the bills of the contractor as applicable from time to time as per Govt. instructions.
2) Service Tax, as applicable shall be paid by the Nigam.
3) Contractor will have own sewerage cleaning machine and sewage collection tanker from immediate clearance of blocked sewer which shall be kept in V. N. colony during period of contract.

SDO/Civil Mtc.  XEN C/W Divn.  Signature & address
DHBVN, Hisar   DHBVN, Hisar  of the Bidder