

# **DAKSHIN HARYANA BIJLI VITRAN NIGAM**

## **BIDDING DOCUMENT**

**(NIT No.TSGP-01/2016-17)**

**FOR**

**REQUEST FOR CONDUCTING THE LAND/FIELD SURVEYS PHOTOGRAMMETRY THROUGH GPR/GIS AND OFFICE WORK REQUIRED TO COMPILE A TOPOGRAPHIC/ UNDERGROUND MAP OF PROPERTY(S) IDENTIFIED IN TENDER DOCUMENTS TO GENERATE REQUISITE INFORMATION FOR DESIGN AND FIELD ENGINEERING ACTIVITIES FOR THE AREA PERTAINING TO DLF SUB-DIVISION OF GURGAON CIRCLE UNDER THE JURISDICTION OF DHBVN ON TURNKEY BASIS.**

**Chief Engineer  
Smart City Project, First Floor, Udyog Minar.  
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**SECTION – I**

**INVITATION FOR BID**

**(IFB)**

# DAKSHIN HARYANA BIJLI VITRAN NIGAM

(A Govt. of Haryana Undertaking)

## NOTICE INVITING TENDERS

**NIT No.-TSGP-01 / 2016-17**

(Through e-tendering)

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

**Description of the work:** Request for conducting the land/field surveys photogrammetry through GPR/GIS and office work required to compile a TOPOGRAPHIC/ UNDERGROUND map of property(s) identified in tender documents to generate requisite information for design and field engineering activities for the area pertaining to DLF sub-division of Gurgaon circle under the jurisdiction of DHBVN on on turnkey basis in Haryana State against tender enquiry no. **TSGP-01/ 2016-17**

<b>A</b>	TENDER REF. NO	<b>TSGP-01/ 2016-17</b>
<b>B</b>	MODE OF TENDER	E - tendering (Online <b>Part I</b> – Techno-commercial Bid and <b>Part-II</b> – Price Bid) through the website <a href="https://haryanaeprocurement.gov.in">https://haryanaeprocurement.gov.in</a> of M/s Nextenders India Pvt Ltd., Panchkula
<b>C</b>	E-Tender No.	

Description of area	Estimated cost (in Rs Lacs)	EMD (in Rs Lacs)	Tender document fees in Rs (Non-refundable)	E-service fee in Rs (Non-refundable)
Jurisdiction of Operation S/Divn DLF, DHBVN, Gurgaon under Gurgaon city.	92.50	1.85	4000.00	1000.00

Sr No	Description	Start Date and Time	Expiry Date and time
1	Downloading of tender documents and Bid preparation and submission	07-04-16 (11.00 AM)	05.05.2016 (11.00 AM)
2	Part -I (Technical Bid) opening	05-05-16 (03.00 PM)	-----
3	Short listing of technical bids and opening of Part-II (Price Bid)	Will be intimated to the firms on their E-mail	

1. The Tender Documents fee (Rs. 4000 /- Non-refundable) and E-Service fees (Rs. 1000 /-Non-refundable) will be paid online.
2. Part-I of the e-tenders against the above Tender Enquiry will be opened in the office of the Chief Engineer/Smart City Project, 1st floor, Udyog Minar, Udyog Vihar, Phase-V, DHBVN, Gurgaon, as per schedule above.
3. The bidder shall upload the colour scanned copy of the DD/ Bank Guarantee of requisite amount towards EMD as given above, while submitting their bids online. The bidder shall have to submit the original DD / bank Guarantee towards EMD in the office of Chief Engineer/ Smart City Project, DHBVN, Gurgaon before due date and time of submission of bids as specified above, failing which their bids will not be considered and will be rejected straight away. The original DD / BG should be submitted in accordance with the clause 15.2 of Section-II (Instruction to Bidders) of Vol. I of bid document.
4. DHBVN reserves the right to reject one or all of the tenders received, without assigning any reason.
5. The tender documents having detailed terms and conditions can be downloaded from the website <https://www.haryanaeprocurement.gov.in> from 07-04-16 (11.00 AM) onwards. The e-tenders shall be received through website only. All interested firms / contractors are requested to get themselves registered as vendors with the said website for submitting their bids. For any assistance, please contact, Mr. Lalit Saini (09034357793) or Toll free no. 1800-180-2097 of M/s Nex Tenders (India) Pvt. Ltd., Panchkula. The bidders shall deposit one set of hard copy of the technical bid duly stamped & signed. The price bid is to be submitted on-line only. The Price bid in hand / paper form shall not to be accepted / entertained.
6. Corrigendum, if any would be published online on the website.

**Chief Engineer**  
**Smart City Project, First Floor Udyog Minar,**  
**Udyog Vihar, Phase-V, DHBVN, Gurgaon**  
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**NECESSARY TERMS AND CONDITIONS FOR BIDDERS AGAINST NOTICE INVITING TENDER TO BE SUBMITTED BY THE BIDDER ALONG WITH THE BID**

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

<b>Sr. No.</b>	<b>Description</b>	<b>Bidder response</b>
1.	Tenderer must carefully study the technical specifications and general terms and conditions before preparation of tender. All terms and conditions of NIT and Corrigendum (if any) shall be applicable.	Agree
2.	Tenders cannot be submitted after the scheduled close date and time of bidding. Bids shall have to be submitted online only.	Agree
3.	The tenders not meeting the requirement of pre-qualification conditions, necessary terms and conditions of the NIT and Nigam's technical specifications shall be rejected.	Agree
4.	All the tenders must be accompanied by tender cost, e-service fee and earnest money through online mode as per requirement of webportal.	Agree
5.	The Bids should remain valid for 120 days from the date of opening of Part-II (i.e. Price bid) otherwise the same will not be opened and rejected out-rightly.	Agree
6.	The Bidder shall submit only one tender by himself, against the NIT. A tenderer who submits more than one tender against the NIT will be disqualified.	Agree
7.	The prices quoted shall be FIRM.	Agree
8.	Memorandum of article and memorandum of association, partnership deed in case of private limited, public limited or partnership firms as the case may be shall be uploaded online and attached with the tender.	Agree
9.	The tender shall give details of immovable property i.e. land, building, machinery exact location of their property and copy of constitutions / balance sheet of last 3 financial year along with the tender. The documents for the same shall be uploaded online.	Agree
10.	Bidder shall have to submit their offer in an ambiguous free wording, failing which DHBVN interpretation will be final.	Agree
11.	The successful bidder shall submit the bank guarantee equivalent to 10% of the contract value or required value as per NIT provision	Agree

	within 30 days of issue of LOI/ Commissioning of the project, as the case may be. (As per attached performa).	
12.	The revision of price bid after opening of part-I i.e. technical and commercial part of the tender is not allowed. In case of withdrawing the same within the validity period, the EMD amount submitted by the bidder shall be forfeited.	Agree
13.	The bidder shall follow the statutory provisions of the contract labour (Regulation and abolition) Act, 1970 and its amendments in conjunction with the regulations provided herein.	Agree
14.	Invitation for bid	Agree
15.	Instructions to bidders	Agree
16.	Conditions of contract	Agree
17.	Contract data	Agree
18.	Sample forms & procedures	Agree
19.	Scope of work and schedule of prices	Agree
20.	All the terms and condition of Tender Document along with all the technical specifications/drawings as given in the document	Agree

## INSTRUCTIONS TO BIDDERS

### 1. SCOPE OF BID

- 1.1. Dakshin Haryana Bijli Vitran Nigam, Hisar, here-in-after called "The Employer" wishes to receive Bids through Chief Engineer, Smart City Project, Dakshin Haryana Bijli Vitran Nigam Ltd., Gurgaon for conducting the land/field surveys photogrammetry through GPR/GIS and office work required to compile a TOPOGRAPHIC/ UNDERGROUND map of property(s) identified in tender documents to generate requisite information for design and field engineering activities for the area pertaining to DLF sub-division of Gurgaon circle under the jurisdiction of DHBVN on turnkey basis against tender enquiry no. TSGP-01/ 2016-17.

SR. NO.	NAME OF CIRCLE	NAME OF DIVISION	NAME OF SUB-DIVISION	APPROXIMATE AREA (IN SQ.KM)
1	Gurgaon	Sub-Urban	DLF	25

**ESTIMATED COST: Rs. 370000/- Per sq. km. X 25 sq. km = Rs. 9250000/-**

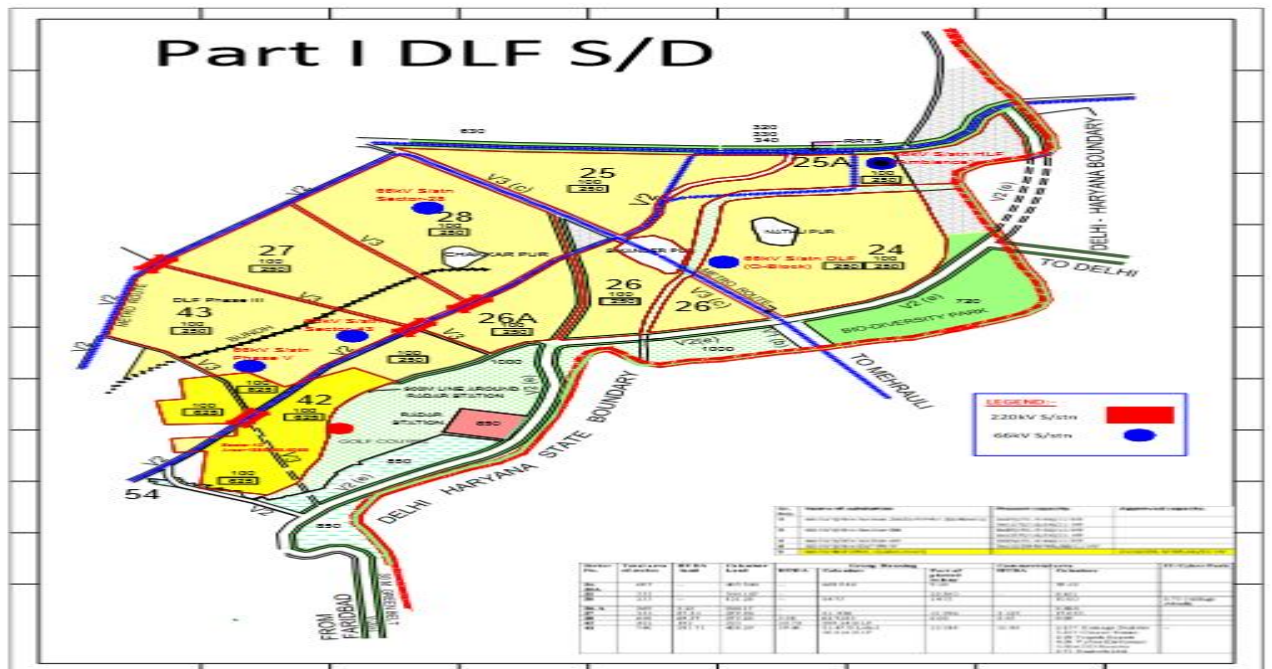
- 1.2. The successful Bidder will have to complete the Works by the intended completion date specified in the Contract data.

1.3.

- a) The scope of work shall include complete engineering and design, given in the tender documents, testing and supply of all the required data on FOR destination/Site basis including the transportation, equipments, labour,, insurance, storage to complete the work for conducting the land/field surveys photogrammetry through GPR/GIS and office work required to compile a TOPOGRAPHIC/ UNDERGROUND map of property(s) identified in tender documents to generate requisite information for design and field engineering activities for the area pertaining to DLF sub-division of Gurgaon circle under the jurisdiction of DHBVN on turnkey basis. Nigam reserves right to exclude any area from the scope of work.

**NOTE: The contractors may obtain the detailed demarcation/sketches of the area work involved from the O/o Chief Engineer, Smart City Project, First Floor, Udyog Minar, Udyog Vihar, Phase-V, Dakshin Haryana Bijli Vitran Nigam Ltd., Gurgaon. However, the map of the area where survey is to be done is as under:**





#### 1.4. Scope of Topographic survey

##### 1.4.1. This specification covers the following works.

- Preparation of contour survey maps, with spot levels.
- Establishment of base line and grid system for defining the co-ordinates of the various areas.
- Preparation of surveys maps.
- Electronic file for spot levels and contours.

##### 1.4.2. The grid system shall be established by constructing cement concrete pillars / brick pillars stone masonry pillars @ 400 m C/C along the base line and a 200 m C/C at right angles to the baseline.

##### 1.4.3. The survey maps shall show all cross drainage works, U/G cables, pipes etc. irrigation structures, building, trees, electric, Telegraphic poles, transmission towers or any other prominent physical feature.

##### 1.4.4. Establish reliably High flood level and its source and indicate the source of information.

##### 1.4.5. For sea shore locations, indicate tidal data such as low tide, high tide and mean tide levels.

##### 1.4.6. Identify storm water disposal point as naturally existing as per site conditions.

1.4.7. The contractors shall identify Benchmark of the area and shall carry over level from Bench Mark to the site benchmark. This reference of BM shall be recorded on survey drawings.

#### 1.4.8. DEFINITIONS

TRUE COORDINATE POSITION - The position of a point as determined by field survey originating on a known control survey marker, and performed to the precision and adjusted as required for second order surveys (i.e. the horizontal error of closure shall not exceed 1 in 20,000 and the angular error of closure shall not exceed ten seconds times the square root of the number of instrument stations in the traverse, all before adjustment).

GPS (Global Positioning System) - Describes the survey procedure conforming to the U.S. Federal Geodetic Control Committee (FGCC) standards as outlined in their publication dated May 1988, Version 5.0, for using GPS relative positioning techniques.

#### 1.4.9. DELIVERABLES BY SURVEYORS

SURVEYOR shall produce the following:

##### A. Maps & Drawings

The survey maps shall be based on the survey work executed and shall show all relevant information regarding existing features, physical terrain, grid system; permanent bench mark etc.

##### B. Check Prints

Three copies of check prints of the plotted maps shall be supplied by the contractor to Client/Engineer-in-Charge for their approval along with soft / electronic file on electronic media of the same.

##### C. Final Prints

On approval of check prints by Engineer-in-Charge, six colored copies along with soft copy in Auto cad format (Latest Edition) shall be handed over to Engineer-in-Charge.

##### D. Property of Maps

Maps prepared by the contractor based on survey work carried out under this agreement shall be the sole property of Client. The contractor shall have no right to use reproduce or pass on to the third party without prior written permission of Client.

#### 1.4.10. PERFORMANCE REQUIREMENTS

The work shall be carried out as per the well established, sound survey practices and standards and by qualified and competent surveyors under the direct supervision of qualified engineers and surveyors.

##### A. Establishment of Ground Control Point Master Control Point

Survey of India have already provided DGPS ground control points network on all India basis. They have also provided bench mark at various locations through-out India. The Survey of India GCP and benchmark to be obtained. Based on that, a master control point can be established in the area of interest that can become a reference for entire topographic survey of the city thereby all survey data will be connected with our national grid. Alternatively, a master control point can also be established using correction service of agencies like Veripos, Atlas, Omnistar etc. thereby one can ensure the 4 cm RMS value of accuracy of single point by observing receiver at least 4 hours in open sky. However, bench mark value to be certainly procured by Survey of India to connect with network of control point of the city.

#### B. Primary Control Network

The primary control network will be created by using Dual Frequency GNSS Receiver. Looking at the geography and area, there should be at least 6 nos. of primary control point including 1 no. as a master control point in the entire area established on the open ground of the Government land or Government building at equal distance of 2.5 to 4.0 KMS as to form the good triangle where the angle should not be an acute angle. These master triangle points should be observed for a minimum 3 hours and network to be adjusted taking the value of master control points connected to Survey of India/Global reference of WGS84. The accuracy of the GPS observation must comply a first order control accuracy of 10 ppm in baseline measurement. While creating the network, one baseline should be a common baseline to be observed for at least two times in GPS session that can be treated as a redundancy of GPS measurement. The 60% redundancy in the primary network design to be done. It implies that 60% of the baseline of the network design are measured twice. The redundant accuracy of the baseline must also comply 10 ppm accuracy between two baseline distance measurement. The RMS value of the network design for each point must comply 4 cm. This ensures that primary network are created as a first order of control network.

#### C. Secondary Control Point

The secondary control points are further spread all around the entire area of interest at an interval of 500m to 1000m as to facilitate the topographic survey and the coordinate marking of GPR scanned point and line.

The secondary network are to be connected at the permanent structure available on the ground with the help of GPS RTK/Electronic Total Station of one second accuracy. This network must confirm the accuracy of 30 to 50 ppm for RTK and 1:25000 linear accuracy for Electronic Total Station as a standard. These secondary ground control points are also to be assigned with a bench mark value with the help of Level (Auto Level or Digital Level). The level accuracy must comply the standard  $12\sqrt{K}$  where K is the loop length in Kilometer.

To ensure the above survey, the equipment of the following specifications are recommended;

GNSS Receiver (Dual Frequency )-      Accuracy – Static:

Horizontal      :      3 mm + 0.5 ppm

Vertical      :      5 mm + 0.5 ppm

Accuracy – RTK:

Horizontal : 8 mm + 1 ppm

Vertical : 15 mm + 1 ppm

Digital Level - Accuracy : 1mm

Electronic Total Station - Accuracy : 1 second

The topographic survey maps are produced at the scale of 1:1000. On these topo maps, the underground utility, location and its time are mapped with their depth information.

- D. Using the ground control of secondary network and GPR profiling are done with the following specifications.
- A. The Contour survey shall be carried out with reference to the existing permanent benchmarks.
  - B. All measurements shall be in metric units.
  - C. The corrections arising from the standard errors, variations in temperatures, pulls etc. shall be incorporated to the linear ground measurements.
  - D. The observations for the measurement of vertical distances on benchmarks and turning points shall be read nearest to 5 mm and for other nearest to 10mm.
  - E. The error for linear measurement shall not exceed 1:10,000 and for angular measurements, six seconds per station.

#### 1.4.11. METHODOLOGY OF SURVEY WORKS

- i. Location survey of existing control points
  - i. A preliminary survey to identify existing control points shall be carried out and their correctness ensured.
  - ii. All such control points shall be demarcated in the area plan.
  - iii. The nearest available permanent benchmark shall be transferred to the area either on a permanent feature or on a concrete pillar specially erected for the purpose.

#### ii. Topographic Map Contents

- i. Limits of Mapping

The mapped area shall include the entire area of the property identified in the contract documents and a border area no less than 30 meters wide outside of the boundary of the identified property(s).

## ii. Planimetric Details

### a. General

- Show accurately all significant natural and manmade features within the limits of mapping including, but not limited to, the following: Highways, roads, streets, driveways, trails
- Bridges, storm water drains, culverts, headwalls, tunnels
- Walls, fences
- Field lines, overhead power lines, pipe lines. Obtain location, elevation, properties, and size of underground pipelines and utilities at 10 meter intervals and at the change in direction of the pipelines.
- Locate underground pipelines and visible features, such as manholes, clean-outs, sumps and etc. in the field.
- Buildings and other structures (such as transformers, tanks, towers, paved aprons, locks, and outfalls)
- Dumps, storage areas
- Shorelines, streams, ditches, channels, and other drainage ways
- Show the following demarcation lines lying within the mapping area:
  - Property lines (houses, buildings, parks, shops etc.)
  - Set-back lines
  - Easement lines
  - Right-of-way lines
  - Associated monuments (including aerial targets)

### b. Coordinate Grid System

Compile the map based on the plan grid system. Show the grid system on the map by grid lines plotted at uniformly spaced coordinates at intervals of 100 m. Indicate on the drawing the permanent reference monuments to which the field work is tied for horizontal control.

### c. Map Scale

Survey contractor shall prepare maps at a scale of 1:2000 for Overall Survey Map and 1:500 for Detailed Map of the area.

## iii. Topographic Details

### a. General

The topographic survey shall be carried out on the basis of a square grid allowing a plotting with a distance of 25 m max. among the grid points surveyed, and by accurately plotted contour lines and spot elevations, the map shall depict the true topographic character of the area. Show contour lines at 0.5 meter intervals or at 1 meter intervals where the slope of the terrain exceeds 4 percent. Show spot elevations at all high points and low points, and at points of grade change between contours as necessary to accurately depict irregular terrain features. Show invert elevations for all storm drains/culverts, open channel drainage channels and sanitary sewer lines within the mapped area.

b. Topographical Survey

The topographical surveys shall be carried out in the following way.

1. Horizontal Control

The horizontal control shall be fixed by one or a combination of the following:

i) *Triangulation*

The triangulation work shall start from a baseline, having a minimum length of 100 meters in relation to a point whose co-ordinates have been established. The accuracies of linear and angular measurement shall meet the requirements defined in para 6.0.

Before starting the triangulation work, grid pillars shall be constructed on the base line.

ii) *Closed Traverse*

The closed traverse shall be set by the measurement of angles between two successive lines. The angles shall be measured with theodolite only. The distance between two traverse stations shall not be more than 100 meters.

The cumulative angular error of the closed traverse shall not be more than  $30/N$  seconds where N is the number of traverse station. All the traverse shall have an accuracy of not less than 1:5000.

2. Vertical Control

Vertical control points shall be fixed by dumpy level on all the triangulation / traverse station, and shall be closed by coming back to the starting point. The accuracy of the main control shall be  $\pm 5 K$  mm where K is the distance in Kilometers,

After setting horizontal and vertical control, inter-filling can be done either by the theodolite or by any other means:

iv. Project Bench Mark

The SURVEYOR shall establish a project bench mark at a suitable location in the vicinity of the project. The project bench mark may be a new permanent reference monument set by the SURVEYOR or may be a suitable mark placed on a secure, stable object that is easily identifiable and recoverable. Show the project bench mark on the map and clearly identify it by description, true coordinate position, and mean sea level elevation. Additional project control monumentation shall be established at the approximate locations as shown in the contract documents, and shall not be more than 100 m apart from each other.

iii. Field Survey Requirements

i. General

The SURVEYOR shall perform all field survey and reconnaissance work required to establish horizontal and vertical control sufficient to achieve the specified map accuracy. Perform sufficient supplementary field

survey work to ascertain the true horizontal and vertical location of existing features.

ii. Field Notes and Records

The SURVEYOR shall maintain clear, neat, and legible field notes showing all measurements made, together with sufficient sketches and narrative descriptions to ensure that the work performed can be accurately interpreted by anyone familiar with common surveying practices and procedures.

iii. Accuracy

Perform field survey work with sufficient precision to ensure that the required accuracy of the finished map is achieved. The computed coordinate position of each horizontal control point used in compiling the map shall be correct within the limits of second order accuracy.

Secondary leveling (side shots) third order (12 mm times the square root of K)  $K = \text{Distance in Kilometers}$

iv. Computer Graphics Data

i. General Data Requirements

Furnish data on magnetic media suitable for use on AUTOCAD format as described below.

- a. An electronic design file shall be provided for each of the final topographic maps. A composite of the total mapped area shall be produced in one electronic \*.dwg design file in addition to the individual topographic maps. Additional survey data required by the contract document shall be incorporated into final electronic \*.dwg design file and provided in \*.ASC file format as follows:

Point Number, Northing, Easting, Elevation, Description  
P,\_N,\_E,\_Z,\_DESC).

ii. 3-D Data

All 3-D elements representing contours, breaklines, faultlines and centerlines shall be at the actual Z value. The contour elements may have reasonable gap due to the digitizing process but not touch or overlap. The SURVEYOR shall furnish TIN (Triangular Irregular Network) files

Record scale-dependent data (such as text, cells, symbols) at a scale factor suitable for display at the specified map scale.

iii. Text

Text shall be a minimum of 2.5 mm in height when plotted .

iv. Working Units

Set up data files on the basis of the following working units:

(MU) Master Units = 1 meter

(SU) Subunits = 1000 mm

v. Global Origin

Global origin of all design files shall be at the center of the MicroStation design cube.

vi. Symbols and Patterns

Symbols and patterns incorporated into the map shall be appropriate cells available to the SURVEYOR either of his own creation or as supplied by other software packages. All symbols and patterns used shall be clearly identified as such in the map legend on each drawing delivered.

1.4.12. GRID STATIONS, BOUNDARY PILLARS AND PERMANENT PILLARS (BUOYS) :

These shall be constructed of cement concrete brick stone masonry work of sizes as below:

a) Grid Stations

Grid Stations shall be 300 x 300 x 1200 mm deep (500 mm below G.L. and 700 mm above G.L.).

b) Boundary Pillars

Boundary pillars along land acquisition limits at all corners and at 400 m c/c in straight reaches shall be constructed. Size shall be 300 x 300 x 1000 mm deep. (500 mm below GL and 500 mm above GL)

c) Permanent Pillars

Permanent Pillars(Buoys) shall be of size 1500 x 1500 x 2000 mm with co-ordinates on RL for future reference as per locations marked in the reference drawings.

*Grid stations and Permanent Pillars shall be provided with steel plates 150 x 150 x 10 mm embeded in concrete with 12 mm dia x 150 mm long anchor bolts. These shall be provided with punch lines & painted with anticorrosive paint. All Grid station and pillars shall be numbered for easy identification.*

1.4.13. SPECIFIC REQUIREMENTS

In case Survey is required to be carried out inside hydrocarbon plants / areas, all survey equipments to be used shall be intrinsically safe suitable for use in hazardous area

## 1.5. Scope of underground survey

The intent of this specification is to cover the basic requirements for conducting the survey works for locating and tracing underground services at the location/ area identified in tender document to generate requisite information for the design and field engineering activities.

1.5.1. This specification covers the following works.

- a) Establishment of base line for defining the co-ordinates of the various areas.
- b) Mapping of location, elevation, properties, and size of underground pipeline, cables and other utilities (metallic and non-metallic) including,



- locating the change in direction of the facility using Ground Penetration Radar (GPR) and Non-penetrating Techniques.
- c) Preparation of surveys maps.
  - d) Two dimensional (2-D)/ three dimensional (3-D) AutoCAD file for the underground services as per project requirement/ schedule of rates.

1.5.2. The survey maps shall show:

- A. Water Networks – including all pipe lines, valves, underground storage tanks
- B. Sewerage Networks – including man holes, treatment plants and booster pumps.
- C. Underground Power Cables – cable draw pits, man holes including those associated with traffic control and street lighting.
- D. Underground Communication Cables – cable draw pits and man holes.
- E. All the connections, bends, sudden change in depth/direction should be shown. The vendor shall locate and identify all underground utilities within the area to be mapped.
- F. Excavation is excluded in all cases. Underground utilities, associated surface feature, change of direction and bifurcations shall be located and X, Y and depth is recorded at intervals not exceeding 40 metre. Wherever space permits at 1:1000 scale, each utility shall be annotated with the type of utility, depth and diameter of pipe at appropriate intervals.
- G. All associated surface features having connectivity with underground utilities are to be depicted on the data to be delivered.
- H. Other utilities which are located during GPR survey would be mapped with any available information regarding the identity or type of utility.
- I.
- J. The contractors shall identify Benchmark of the area and shall carry over level from Bench Mark to the site benchmark. This reference of BM shall be recorded on survey drawings.

1.5.3. DEFINITIONS

TRUE COORDINATE POSITION - The position of a point as determined by field survey originating on a known control survey marker, and performed to the precision and adjusted as required for second order surveys (i.e. the horizontal error of closure shall not exceed 1 in 20,000 and the angular error of closure shall not exceed ten seconds times the square root of the number of instrument stations in the traverse, all before adjustment).

GPS (Global Positioning System) - Describes the survey procedure conforming to the U.S. Federal Geodetic Control Committee (FGCC) standards as outlined in their publication dated May 1988, Version 5.0, for using GPS relative positioning techniques.

1.5.4. DELIVERABLES BY SURVEYORS

SURVEYOR shall produce the following:

A. Drawings

The final drawing shall be prepared and submitted in latest version of AUTOCAD in 3 sets of Compact Disc (CD). In addition to the above, 6 sets of coloured print of all the drawing shall also be submitted.

## B. Magnetic Media

Magnetic media on which topographic features and three dimensional surface data is delivered shall be on magnetic media, compatible with AUTOCAD as follows:

AUTOCAD data \*.dwg files shall be furnished on a Compact Discs (CD).

## C. Property of Maps

Maps prepared by the contractor based on survey work carried out under this agreement shall be the sole property of Client. The contractor shall have no right to use, reproduce or pass on to the third party without prior written permission of Client.

## D. Maps & Drawings

The survey maps shall be based on the survey work executed and shall show all relevant information pertaining to underground services; permanent bench mark etc.

## E. Check Prints

Five copies of check prints of the plotted maps shall be supplied by the contractor to Client/Engineer-in-Charge for their approval along with original before submission of final deliverables.

### 1.5.5. PERFORMANCE REQUIREMENTS

- A. The work shall be carried out by using Ground Penetration Radar (GPR) by qualified and competent surveyors under the direct supervision of qualified geophysicist.
- B. The survey shall be carried out with reference to the existing permanent benchmarks.
- C.
- D. The contractor shall be able to locate and map electrical and signal cables up to a depth of 3 Meters and Pipes (metallic and non-metallic) of sizes ranging from 50mm to 2000mm up to a depth of 5 Meters from ground level.
- E. All measurements shall be in metric units.
- F. The corrections arising from the standard errors shall be incorporated suitably.
- G. The observations for the measurement of vertical distances on benchmarks and turning points shall be read nearest to 5 mm and for other nearest to 10mm.

### 1.5.6. METHODOLOGY OF SURVEY WORKS

- A. Location Survey of Existing Control Points
  - i. A preliminary survey to identify existing control points shall be carried out and their correctness ensured.

- ii. All such control points shall be demarcated in the area plan.
- iii. The nearest available permanent benchmark shall be transferred to the area either on a permanent feature or on a concrete pillar specially erected for the purpose.

B. Equipments recommended:

The GPR having 400MHz antenna capable of detection and mapping of utility of buried material up to depth of 4 meter having internal memory 2GB, mounted on a survey cart with 4 removable 10" wheels, internal integrated survey wheel encoder and adjustable bracket to change the controllers viewing angle with post processing on screen.

The post processing software should have capability to generate a 3D model of the sub-surface. The processed data should be exported to picture file (in jpg or bmp format) for further modeling in other packages for generation of final outputs in CAD/GIS format. A suitable Electronic Pipe Locator (EPL) to be also used along with GPR for establishing the continuity of cables.

C. Map Contents

i. Limits of Mapping

The mapped area shall include the entire area of the property identified in the contract documents.

D. Details

i. General

- Show accurately all underground features within the limits of mapping including, but not limited to, the following:
- Underground pipe lines (Carbon steel, RCC, Plastic and other non metallic): Obtain location, elevation, properties, and size of underground pipelines and utilities at 10 meter intervals and at the change in direction of the pipelines.
- Underground electrical and instrumentation Cables.
- Other Underground utilities and structures.

ii. Coordinate Grid System

Compile the map based on the plant grid system. Indicate on the drawing the permanent reference points to which the fieldwork is tied for horizontal control.

iii. Drawing Scale

Survey contractor shall prepare drawings at a scale of 1:500.

E. Field Survey Requirements

i. General

The SURVEYOR shall perform survey work required to establish horizontal and vertical control sufficient to achieve the specified map accuracy. Perform sufficient supplementary field survey work to ascertain the true horizontal and vertical location of existing underground features.

Specification /Details along-with resolution of the GPR or equipment, to be used by contractor, shall be provided to Client for approval/information to ensure the competency of the GPR or equipment for application.

- ii. Accuracy  
Perform field survey work with sufficient precision to ensure that the required accuracy of the finished drawing is achieved. The computed coordinate position of each horizontal control point used in compiling the drawing shall be correct within the limits of second order accuracy. The accuracy level of pipe sizes shall be in the order of  $\pm 10\%$ . The accuracy level of depth of services shall be in the order of  $\pm 100\text{mm}$ .
- F. Computer Graphics Data
- i. General Data Requirements  
Furnish data on magnetic media suitable for use on Intergraph Systems as described below.  
An electronic design file shall be provided for each of the final maps. A composite of the total mapped area shall be produced in one electronic \*.dwg design file in addition to the individual maps. Additional survey data required by the contract document shall be incorporated into final electronic \*.dwg design file and provided in \*.ASC file format as follows:  
Point Number, Northing, Easting, Elevation, Description  
P,\_N,\_E,\_Z,\_DESC).
  - ii. 3-D Data  
All 3-D elements shall be at the actual Z value.
  - iii. 3-D Model  
Contractor shall provide 3-D model of the underground utilities after survey, if required as per project requirement/ schedule of rate.
  - iv. Scale  
Record scale-dependent data (such as text, cells, symbols) at a scale factor suitable for display at the specified map scale.
  - v. Text  
Text shall be a minimum of 2.5 mm in height when plotted.
  - vi. Working Units  
Set up data files on the basis of the following working units:  
(MU) Master Units = 1 meter  
(SU) Subunits = 1000 mm
  - vii. Global Origin  
Global origin of all design files shall be at the center of the MicroStation design cube.
  - viii. Symbols and Patterns  
Symbols and patterns incorporated into the map shall be of appropriate cells available to the SURVEYOR either of his own creation or as supplied by other software packages. All symbols and patterns used shall be clearly identified as such in the map legend on each drawing delivered.

## 2. QUALIFYING CRITERIA

### General Requirements:-

- a) Before submitting the duly filled tenders, the Bidders are required to ensure that the same are checked / read carefully for the documents required to be

attached i.e. EMD, Complete Pre-qualification documents, Experience Certificates, relevant affidavits, Income Tax clearances and related balance sheet documents etc..

- b) The Bidder shall be financially sound and must not be anticipating any Ownership change during the period from the time of Bid submission to the two (2) years after the Commercial operation, defined as successful completion of same nature of work and acceptance of the same by the Employer. However, in case, the firm is anticipating any such ownership change / takeover at any stage of the entire bid process and during the execution of contract they shall seek prior approval from the Employer well in time. It shall be the sole discretion of the Employer to grant permission for such change in ownership/ takeover on the terms as deemed fit. However the firm should not be blacklisted/debarred by any State / Center Government or any of its agencies.
- c) The Bidder should have adequate design, infrastructure and survey facilities, capacities and procedure including quality control.
- d) The Bidder should have the valid license issued from competent authority of respective State of India, if required, for the execution of work/survey.

#### **2.1. Technical Criteria**

The Bidder during the last 3 completed financial years should have executed the survey of underground utilities through GPR of 50KM length and topographic survey through GIS survey of 25 sq. km. length in single work order/contract. The bidder should have also executed the total 100KM of underground utilities through GPR and total 50sq. km. topographic survey through GIS of complete length survey on the date of floating of the NIT.

#### **2.2. Financial Criteria**

For the purpose of this particular bid, bidder shall fulfill the following minimum criteria:-

- a) The average annual turnover during the last 3 financial years should be twice the value of the Bid/ Package.
- b) The Bidder shall have Liquid Assets (LA) and / or evidence of access to or availability of credit facilities extended by any scheduled bank, of NOT less than 25% value of the Bid/ Package, not more than one month prior to the scheduled date of Bid opening. LA will be calculated on the basis of latest audited balance sheets and unutilized balance of LC (fund base only) and CC limits (fund base only) will be considered not more than one month prior to the scheduled date of Bid opening and bidder will also enclose the complete sanction order of the limits issued by the bank.

**2.3. Joint Venture Criteria:** Not allowed

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

- a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business, written power of attorney of the signatory of the Bidder to commit the Bid.
- b) Total annual turnover of last 3 years.
- c) Past Performance of work executed by the bidder of over the last 3 years and details of other works and contractual commitments, presently in hand. The Work Order along with quantified details of the works carried out is supplied for proper assessment. The Bidder shall allow assessment of his ongoing works to the authorized representative of the Employer at any time
- d) The tenderer shall specifically furnish the details of key members of the proposed team to be employed on the project in the event of award of the contract, their respective roles and relevant experience/ qualifications. The Project Manager be nominated who shall be at least an M.Tech /MBA having minimum five years experience in similar type of turnkey works. The Assistant Project Managers to be nominated specifically for the work shall be Minimum B.E. Electrical qualified and having a minimum of Three years of experience in similar type of turnkey works.
- e) Reports on the financial standing of the Bidder including profit and loss statements, balance sheets and auditors reports of the past three years and an estimated financial projection for the next two years.
- f) Evidence of access to lines of credit and availability of other financial resources.
- g) Information regarding any litigation, current or during the last two years, in which the Bidder is involved, the parties concerned and disputed amount.
- h) The declaration by the firm that it is not blacklisted/debarred by any State Govt. or Agency and shall be liable for the consequences of wrong declaration. The bidder should submit along with the Bid no blacklisting/debarring certificate for the past three years.
- i) The proposed methodology and program of survey including PERT Chart backed with equipment planning and deployment, quality control procedure to demonstrate the adequacy of Bidder's proposal to meet the technical specification and completion schedule as per milestones.

It would be preferable to give this information in a self-contained write-up.

The progress of the work shall be reviewed as per PERT CHART within the schedule completion period at the level of the Chief Engineer. For the proper project monitoring a hindrance register is to maintain at works site wherein contractor is allowed to write the problems being faced during the execution of the works. The register shall be checked/ reviewed by the

smart city wing on weekly basis and required steps will be taken as per the input from the contractor.

- 2.5.** The above stated requirements are minimum and the DHBVN reserves the right to ask for any additional information and also reserves the right to reject the proposal of any Bidder, if, in the opinion of the DHBVN, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the Contract or due to other valid reasons.
- 2.6.** Notwithstanding anything stated above, DHBVN reserves the right to assess the bidder's ability and capacity to perform the work, should the circumstances warrant such assessment in the overall interest of the owner.

**3. Cost of Bidding**

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

**4. One Bid per Bidder**

Each Bidder shall submit only one Bid by himself, or as a partner in a firm in a tender. A Bidder, who submits or participates, in more than one NIT / tender, will be disqualified unless he possesses / owns credentials to match the requirement of pre-qualification criteria as applicable for each NIT.

**5. Contents of Bid Documents**

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

Volume-I

Section-I- Invitation for Bids (IFB)

Section-II -Instruction to Bidders (ITB)

Section-III-Conditions of Contract (COC)

Section-IV-Contract Data

Section-V-BOQ & Schedule of Prices

Section-VI -Sample forms and procedure

## **6. Clarifications on Bid documents**

- 6.1.** If the prospective Bidder finds discrepancies or omission in the specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for any interpretation/clarifications to the DHBVN. The DHBVN then will issue interpretations and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications, the Bidder may submit his Bid but within the time and date as specified in the invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding document and shall accompany the Bidder's proposal. A prospective Bidder requiring any clarification on Bidding Document may notify the DHBVN in writing.
- 6.2.** Verbal clarifications and information given by the DHBVN or his employee(s) shall not in any way be binding on the DHBVN.

## **7. Amendment of bidding document**

- 7.1.** At any time prior to the deadline for submission of Bids, the DHBVN may, for any reason, whether at its own initiative or in response to a clarification required by a prospective Bidder, modify the Bidding Documents by amendment(s).
- 7.2.** The amendment will be notified in writing or by telex or cable to all prospective Bidders, which have received the Bidding Document at the address contained in the letter of request for issue of Bidding Document from the Bidders.
- 7.3.** The amendment will be notified through Corrigendum uploaded in the websites of DHBVN and <https://dhbvn.haryanaeprocurement.gov.in>. DHBVN will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.
- 7.4.** In order to afford prospective Bidder reasonable time in which to take the amendment into account in preparing their Bids, the DHBVN may, at its discretion, extend the deadline for the submission of Bids.
- 7.5.** Such amendments, clarifications etc. shall be binding on Bidders and will be given due consideration by the Bidder while they submit their Bids and invariably enclose such documents as a part of the Bid.

## **8. Language of Bid**

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

## **9. Local Conditions**

- 9.1.** It will be imperative on each Bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of the Contract covered under these documents and specifications. The DHBVN shall not entertain any request for clarifications from the Bidders, regarding local conditions.
- 9.2.** It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by the DHBVN. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the DHBVN, which are based on the lack of such clear information or its effect on the cost of the Works, to the Bidder.



## **10. Documents Comprising the Bid**

- 10.1. The Bidder shall complete the Bid Form inclusive of Price Schedules; Technical Data Requirements etc. furnished in the Bidding Documents, indicating, for the goods to be supplied and services to be rendered, a brief description of goods and services, quantity and prices.
- 10.2. The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed in Clause-2.0 above.
- 10.3. The Bidder must enclose Income Tax clearance certificate along with the tender.
- 10.4. The Bid Security shall be furnished in a separate cover in accordance with clause-14.0

## **11. Bid Price**

- 11.1 The tenderer while quoting bid for turnkey works shall quote the total price for the work in Schedule-1 to the bid document. The estimated rates as ascertained by the employer (Nigam) shall be mentioned in the price schedule to the documents.  
In case any additional work/equipment/material not incorporated in the original Scope is required for completion of the works as per site conditions payment of the same shall be regulated as per above formula and the estimated rates shall be taken as per the rate applicable/applied while preparing the estimate after having approval of WTDs.
- 11.2 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.
- 11.3 All prices quoted by the bidder shall be 'FIRM' during the performance of the Contract and shall not be subject to variation on any account, for all intents and purposes. Statutory variation (such as Sale Tax, Excise Duty, Service Tax etc.), if any may be taken into account while quoting the price.
- 11.4 The prices shall be quoted in Indian Rupees.
- 11.5 No mobilization advance shall be paid to the successful Bidder, as such the same will not be considered in the Bid.

## **12. Bid Validity**

- 12.1 Bids shall remain valid for 180 days from the date of opening of Part-II (Price) Bids.
- 12.2 In exceptional circumstances, prior to expiry of the original Bid validity period, the Employer may request the L-1 Bidder to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e-mail / fax. The bidder may refuse the request without forfeiting its bid security. The Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his Bid for the period of the extension. Further, in case of refusal or no response by L-1 bidder till the expiry of bid validity period, the tender shall be dropped. In any case, the EMD of

bidder other than L-I shall invariably be refunded, preferably, within 14 days after expiry of bid validity.

### **13. Taxes and Duties**

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

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

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

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

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

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

13.4 The Income Tax, surcharge on Income Tax and cesses shall be deducted at source, from the payments made to the Bidder by the concerned Financial Advisor having the charge of FA/ Smart City Project, DHBVN, Gurgaon.

13.5 Work contract tax:

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

However, in case of single part contract i.e. composite contract for supply & erection WCT shall be payable on the total value of the contract.

#### **14. Earnest Money Deposit**

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

14.2 The Bid Security shall be **2%** of estimated cost subject to maximum of Rs. **10.00 Lacs**. The EMD shall be deposited online by the firm through Debit Card or RTGS/ NEFT or Net banking. It is expected of the prospective bidder to deposit EMD online by atleast one day before deadline of submission of bids due to web portal provisioning. Any non-acceptance of EMD by web-based system on last day of submission of bids due to web-portal constraints shall be the bidder's responsibility.

OR

in the shape of Bank Guarantee from scheduled bank valid upto 193 days from the date of opening of part-1 of tender.

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

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

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

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

14.6 The EMD may be forfeited:

- a) If the bidder withdraws / modifies its bid during the period of bid validity specified by the bidder in the tender; or
- b) If the bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid; or
- c) If as per the qualifying requirements the bidder has to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executants (s) or registered with the Indian Embassy/High commission in that country, within ten days from the date of intimation of bid discussion; or
- d) In case of a successful bidder, if the Bidder fails to sign the contract;

or

- e) In case of a successful bidder, if the Bidder fails to furnish the performance guarantee.

- f) If bidder has given the false/fake information/documents or any other valid reason

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

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

### **15. Format of Bid**

15.1 The Bidder in addition to online preparation and submission of online bid shall submit the hard copy of BID. The BIDs must be submitted with required Bid security & other documents that may form the BID online with a hard copy. The Bidder's BID and the documents attached there to shall be considered as forming part of the contract documents.

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

**Chief Engineer**  
**Smart City Project, First Floor Udyog Minar,**  
**Udyog Vihar, Phase-V, DHBVN, Gurgaon**  
**Telephone/ Fax no. 0124-2450144**  
**e-mail: [sesmartcityggn@gmail.com](mailto:sesmartcityggn@gmail.com)**

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

Part II – Price schedule

Each part and envelope containing bid security should be sealed in separate / individual covers clearly marked on the outside so as to identify each envelope, without opening the covers. All the sealed envelopes should be properly tagged and placed in one common sealed cover bearing on the top **“NIT No. TSGP-01/ 2016-17” due on \_\_\_\_\_**, Name of the work, Name of bidder with address, Validity Period \_\_\_\_\_ and particulars of bid security” against the proposed work on turn-key basis. (\* Not required in case of e-tendering).

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

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

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

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

- 15.3 In addition to online submission a hardcopy of the NIT shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by the written power of attorney accompanying the NIT. All pages of the NIT, except for un-amended printed literature, shall be initialed by the person or persons signing the NIT.
- 15.4 The NIT(in addition to online 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 NIT.
- 15.5 NITs shall be fully in accordance with the requirements of these documents and the specifications attached herewith etc. Appropriate forms furnished with the bidding documents shall be used in quoting NIT prices.
- 15.6 Conditional NITs shall not be accepted. Consistent with the intent of bidding documents, bidders may offer alternatives to their base NIT. Such alternatives will be given careful consideration provided that:
- a) They are described in the applicable bidding schedule and sufficient supplementary information is furnished in the form of specifications, drawings and literature, to permit a complete evaluation of the NIT.
  - b) The reasons for the desired alternatives and their relative advantages shall be clearly stated. DHBVN reserves the right to accept or reject such alternatives.
- 15.7 Time being the essence of the contract, the Bidders should indicate in the NIT the time of completion of work in the attached form. The desired completion period of DHBVN as indicated in the specifications attached, should be strictly adhered to. The quality of work shall also form an essence of the contract.
- 15.8 Queries relevant to the Bidding Documents prior to opening of NITs shall be addressed to: -

By mail: **Chief Engineer**  
**Smart City Project, First Floor, Udyog Minar,**  
**Udyog Vihar, Phase-V, DHBVN, Gurgaon**  
**Telephone/ Fax no. 0124-2450144**  
**e-mail: [sesmartcityggn@gmail.com](mailto:sesmartcityggn@gmail.com)**

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

## **16. Signature of Bid**

- 16.1 The Bid must contain the name, residence and place of business of the person or persons making the Bid and must be digitally 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.
- 16.2 Bid by a partnership must be furnished with full names of the all partners and be digitally signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s). Copy of the Partnership deed will be supplied along with the Bid.
- 16.3 Bid by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary/other person/or persons authorized to Bid on behalf of such Corporation/Company in the matter.
- 16.4 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.
- 16.5 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid.
- 16.6 The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- 16.7 Bids not conforming to the above requirements of signing shall not be entertained.

## **17. Sealing and Marking of Bid**

- 17.1 The Bidder shall seal the original and each copy of the Bid in an inner and an outer envelope, duly marking the envelopes as "Original" and "Copy".
- 17.2 The inner and outer envelopes shall be: -
  - a) Addressed to the Owner at the following address.  
By mail: **Chief Engineer**  
**Smart City Project, First Floor, Udyog Minar,**  
**Udyog Vihar, Phase-V, DHBVN, Gurgaon**  
**Telephone/ Fax no. 0124-2450144**  
**e-mail: [s smartcityqgn@gmail.com](mailto:s smartcityqgn@gmail.com)**

AND

- b) Bear the name of bid, the specification number and Words "DO NOT OPEN BEFORE\_\_\_\_\_".
- 17.3 The inner envelope shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" or "rejected".
- 17.4 If the outer envelope is not sealed and marked as required by Clause 18.2, the Owner will assume no responsibility for the Bid's

misplacement or premature opening. The Bid Security (in the shape of drafts) must be submitted in a separate sealed envelope superscribed Bid Security – Bid No.\_\_\_\_\_.

## **18. Deadline for submission of Bid.**

- 18.1 The Bidders have the option of sending the Bid (in addition to online bid) by registered post or submitting the Bid in person. Bids submitted by telex/telegram will not be accepted. No request from any Bidder to the DHBVN to collect the proposal from airlines, cargo agents etc. shall be entertained by the DHBVN.
- 18.2 Bids(in addition to online bid) must be received by the DHBVN at the address specified under Clause 18.2, not later than the time and date mentioned in the invitation to Bid.
- 18.3 The DHBVN may, at its discretion, extend this deadline for the submission of Bids by amending the Bidding document, in which case all rights and obligation of the DHBVN and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended.

## **19. Late Bids**

Any Bid received by the DHBVN after the time and date fixed or extended for submission of Bids prescribed by the DHBVN, will be rejected

## **20. Modification and withdrawal of Bids**

- 20.1 The Bidder may modify or withdraw its Bid after the Bid's submission provided that written notice of the modification or withdrawal is received by the DHBVN prior to the deadline prescribed for submission of Bids.
- 20.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the procedure given in Clause 18.0.
- 20.3 No Bid may be modified subsequent to the deadline for submission of Bids.
- 20.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid form. Withdrawal / modification of a Bid during this interval may result in the forfeiture of Bidder's bid security.
- 20.5 The tenderer, after submitting its tenders, it is permitted to submit alterations/ modifications to its tender so long such alterations /

modifications are received duly sealed and marked like original tender up to the date and time of receipt of tender. Any amendment / modification received after the prescribed date & time of receipt of tender are not to be considered and any withdrawal of offer shall not be permitted.

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

## **21. Information required with the proposal**

- 21.1 The Bids must clearly indicate the name of the manufacturer, the type/model of each principal item of equipment/material proposed to be used for carrying out the survey and marking control points. It would be in the interest of the Bidder to supply the equipment /material from only reputed manufacturers
- 21.2 The above information shall be provided by the Bidder in the form of separate sheet drawing, catalogue etc. in two copies.
- 21.3 The Bid not containing sufficient descriptive materials to describe accurately the equipment/material proposed may be treated as incomplete and hence rejected. Such descriptive materials and drawings submitted by the Bidder will be retained by the DHBVN. Any major departure from these drawings and descriptive material submitted will not be permitted during the execution of the Contract without specific written permission of the DHBVN.
- 21.4 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- 21.5 Standard catalogue pages and other documents of the Bidder may be used in the Bid to provide additional information and data as deemed necessary by the Bidder.
- 21.6 The Bidder, along with his proposals, shall submit a list of recommended erection equipment and materials which will be required for the purpose of erection of equipment and materials supplied under the Contract.



- 21.7 In case the 'Proposal' information contradicts specification requirements, the specification requirements will govern, unless otherwise, brought out clearly in the technical commercial deviation schedule.

## **22. Opening of Bids by DHBVN**

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

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

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

- 22.3 No electronic recording devices including mobile phones will be permitted during Bid opening.

## **23. Clarification of Bids.**

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

## **24. Examination of Bids.**

- 24.1 The DHBVN will examine the Bids to determine whether these are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- 24.2 The tenderer while quoting bid for turnkey works shall quote the total price for the equipments/material plus survey charges through Schedule-1 to the bid document. The estimate rates as ascertained by the employer (Nigam) shall be mentioned in the price schedule to the documents. All arithmetical errors will be rectified on the basis of the total price (in figures or in words) whichever is more beneficial to the DHBVN.

## **25. Definitions and Meanings:**

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

'**Bid Price**' shall mean the base price per package quoted by each Bidder in his proposal for the complete scope of Works including Excise duty,

Sales Tax, payable to the Bidder for complete jobs including Freight, Insurance, Erection, Testing and Commission charges.

## **26. Comparison of Bids.**

- 26.1 The Bids shall be compared package-wise on the basis of lump sum prices (i.e. for supply portion and price for service to be rendered as quoted by the Bidder) for the entire scope of the proposal as defined in the Bidding document.
- 26.2 All evaluated Bid prices of all the Bidders shall be compared package wise among themselves to determine the lowest evaluated Bid. In case of any Bidder quoting for more than one package, these may also be evaluated together by the Employer in order to avail any discount or price benefit quoted by the Bidder.

## **27. Contacting the DHBVN**

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

## **28. Award Criteria**

- 28.1 The DHBVN will award the Contract package wise to one bidder per package whose bids have been determined to be substantially responsive and the Bidder determined to be qualified to perform the contract satisfactorily as decided by the awarding authority (in accordance to the DHBVN Procurement Manual/ The Delegation of Powers/State Govt. Policy).
- 28.2 After opening of the price bid, the following procedures shall be followed by Nigam:-
- i. The price discovery for the award of survey work on turnkey basis shall be generally determined based on the rates quoted by the L1 bidder and the negotiations, if any, held with the lowest bidder. However, the award of turnkey works negotiations could be held up to L3 bidder, if the difference between the L1 quoted rate and those quoted by the L2 and L3 is within 5% of the L1 quoted rates. In cases where the L1 bidder refuses to further reduce the his offered price and the L2 or L3 bidder comes

forward to offer a price which is better than the price offered by the L1 bidder, the bidder whose price is accepted becomes L1 bidder. However, in such a situation, the original L1 bidder shall be given one more opportunity to match the discovered price. In case of acceptance, he would be treated as the L1 bidder.

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

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

## **29. Owner's right to accept any Bid and to reject any or all Bids**

- i). The DHBVN reserves the right to accept or reject any or all Bids, and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders on the grounds for the DHBVN's action.
- ii). Pooling by the bidders is strictly prohibited. If it is found at any stage that pooling has been done by the various bidders, then their bids / tender may be cancelled and action against the defaulting bidders will be taken such as black listing /debaring them from Nigam tenders for two years.

## **30. Notification of Award**

- 30.1 Prior to the expiration of the period of Bid validity and extended validity period, if any, the DHBVN will notify the successful Bidder in writing by registered letter or by e-mail or fax, to be confirmed in writing by registered letter, that its Bid has been accepted.
- 30.2 The notification of award will constitute the formation of the Contract.
- 30.3 Upon the successful Bidder's furnishing of performance guarantee pursuant to Clause-32, the Owner will promptly notify each unsuccessful Bidder and will discharge his Bid security, pursuant to Clause - 15.
- 30.4 The firms failing to honour LOIs/LOA shall be Blacklisted / Debarred from doing business with Nigam besides the other action as per terms & conditions of the contract. The period of blacklisting of the defaulting supplier / contractor will be upto 3 years. The blacklisting of the contractor / supplier shall be notified to all Power Utilities in the country and the names of such blacklisted supplier / contractor would also be put on the website of the Nigam.

## **31. Signing of Contract**

- 31.1 Within fifteen (15) days of the Notification of the Award the successful Bidder shall sign the Contract. In case the successful bidder fails to

submit the Contract Agreements duly signed within 15 days from the date of issue of detailed contract/LOA, the payment will not be released till the bidder submits the Contract agreements and penalty @ 0.25% per week or a part thereof shall be deducted from their bill subject to maximum 1% of Contract value.

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

### **32. Contract Performance Guarantee**

- 32.1 Within 15 days of receipt of LOA/LOI, the successful Bidder, to whom the Work is awarded, shall be required to furnish a performance Bank Guarantee from a Scheduled/ Nationalized Bank, in the form attached in Section-VI to the Vol-I in favour of the Owner. The guarantee amount shall be equal to ten percent (10%) of total contract price valid up to 90 days after the expiry of warranty period as below :-

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

Eg.

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

- 32.2 Further Penalty @ 0.35% per week or part thereof of the value of BG if bank guarantee not submitted within 15 days from the date of issue of LOA/LOI

- 32.3 If the bank guarantee not submitted within 45 days from the date of issue of LOA/LOI, the employer/ Nigam reserves the right to cancel the LOA.

However before the expiry of above mentioned 45 days the contractor may seek approval for grant of additional one month (maximum) on payment of the entire penalty amount for 45 days as mentioned above. The grant of one month will not entitle the firm to claim the extension of the scheduled completion time.

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

Note :- BG should be furnished by any scheduled bank in branch situated in Gurgaon

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

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

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

32.6 The Performance guarantee will be returned to the Contractor without any interest at the end of the Warranty/extended warranty period after successful completion of contract with the approval of CE/ Smart City Project, DHBVN, Gurgaon.

### **33. Quantity Variation**

The employer reserves the right to increase or decrease the contract value & Services specified without any change in unit price or other terms & condition during the execution of contract depending upon the final route plan/actual execution required. The quantity/length/area of survey may, therefore, vary as per final route plan and route profile of the line. The payment shall be made on actual basis for the material supplied/survey and services rendered.

The Purchaser reserves the right to increase/decrease the quantity / value of works by 25% before the signing of contract and/or during the currency of the contract at the same rate terms and conditions.

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

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

#### **34. Site Visit**

- 34.1 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for construction of the Works. The cost of visiting the Site shall be at the Bidder's own expense.
- 34.2 The Bidder shall inspect the site of Works before Bidding and include in his Bid the cost of compensations payable for the standing crops or tree cuttings etc. involved therein, if any. The Employer shall not be liable for any payment to the Bidder on this account.
- 34.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit.

#### **35. Storage of Material**

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

#### **36. Credit Facility**

The successful bidder shall submit the credit facility proof, specifically for the contract awarded, from any nationalized bank/Haryana Co-op bank, of amount not less than 10% of the award cost.

#### **37. Warranty Period**

The warranty of equipments shall be for the period as per provisions made in the Technical Specifications of the Nigam from date of commissioning and where the warranty period has not been specified, the same shall be 12 months. The surveyor should not be blacklisted by any SEB / Utility of any State of India. In case, it is found that the data supplied by the firm found incorrect or not upto the mark in a particular region, the contractor shall be liable to arrange/redo the survey at shortest period of time without any relaxation of extension in completion time.

**38. Quality Assurance Plan**

The successful bidder shall follow the Quality Assurance Plan of Nigam in which detail regarding deliverable quality assurance procedure, inspection requisition, dispatch instructions and post Receipt Inspection / testing in DHBVN Stores, has been elaborated.

**39. Accounting and Returning of Dismantled Materials**

The dismantled material, if any, should be properly accounted and returned to Nigam's store by the successful bidder.

**40. GTPs & Drawings**

All materials shall be supplied as per GTPs/ Drawings of the Nigam conforming to relevant ISS with latest amendments as applicable. An undertaking in this regard shall be submitted with the bid. However, the Successful bidder shall submit the required drawings/GTPs within stipulated period for approval of the Nigam.

**41. Jurisdiction of the Court**

Gurgaon court shall have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

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

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

**1. Registration of bidders on 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, IIInd Floor,

Sector – 16,

Panchkula – 134108

E - mail: Chandigarh@nextenders.com

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

- 2.4.** Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 2.5.** In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 2.6.** In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.7.** The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

### **3. Opening of an Electronic Payment Account:**

Tender document can be downloaded online. Bidders are required to pay the tender documents fees online using the electronic payments gateway service.



For online payments guidelines, please refer to the Home page of the e-tendering Portal <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 NIT 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 from the e-Procurement portal <https://haryanaeprocurement.gov.in>.

**7. Key Dates:**

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

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

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

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

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

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

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

**NOTE:-**

- (A) If bidder fails to complete the Online Bid Preparation & Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence will not appear during tender opening stage.
- (B) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in>.
- (C) For help please refer to the 'Home Page' of the e-Procurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'System Requirement' to download the file.

## **SECTION III**

### **CONDITIONS OF CONTRACT**

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## **TERMS AND CONDITIONS**

### **1. Definition and Interpretations**

#### **1.1. Definition**

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

- 1.1.1. "Contract" means the agreement between the Employer and the Contractor for the execution of the complete Works incorporating the Conditions, Specifications, Employer's Drawings and Contractor's Drawings, price and other completed Schedules, Bid, Letter of Award and such further documents as may be expressly incorporated in the Letter of Award.
- 1.1.2. "Conditions" means conditions of Contract
- 1.1.3. "Commencement Date" means the date of issue of letter of intent
- 1.1.4. "Contract Agreement" means the documents recording the terms of the Contract between the Employer and the Contractor.
- 1.1.5. "Contract Price" means the sum stated in the Letter of Award as payable to the Contractor for execution and commissioning of the Works and adjusted, after optimization, on the basis provided in the Contract. It shall be the sum total of all the amounts entered by the Contractor in the Schedule of Prices.
- 1.1.6. "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.
- 1.1.7. "Contractor's Drawings" means all drawings, samples, patterns, models and operation and maintenance manuals to be submitted by the Contractor in accordance with Clause-6 under the Contract.
- 1.1.8. "Contractor's Equipment" means all appliances or things of whatsoever nature required for the purposes of the Works but does not include Plant.
- 1.1.9. "Contractor's Risk" means the risk defined in Sub-Clause-37.4
- 1.1.10. "Defects Liability Certificate" means the certificate to be issued by the Employer to the Contractor in accordance with sub Clause-30.10.
- 1.1.11. "Defect Liability Period" means one year following commissioning of line on load and Taking Over during which the Contractor is responsible for making good defects and damage in accordance with Clause-30.
- 1.1.12. "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.
- 1.1.13. "Employer's Drawings" means all the Drawings and information provided by the Employer to the Contractor under the Contract.
- 1.1.14. "Force Majeure" has the meaning assigned to it under Sub Clause 44.1.

- 1.1.15. "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.
- 1.1.16. "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.
- 1.1.17. "Performance Guarantee" means the security to be provided by the Contractor in accordance with Sub Clause 10.1 for the due performance of the Contract.
- 1.1.18. "Plant" means Poles, Lines materials and all things to be provided under the Contract for incorporation in the Works.
- 1.1.19. "Program" means the Program to be submitted by the Contractor in accordance with Sub Clause 12.1 and any approved revision thereto.
- 1.1.20. "Provisional Sum" means a sum, described as such for the execution of Works or for the supply of goods or services to be used in accordance with sub Clause 36.1.
- 1.1.21. "Risk Transfer Date" means the date when the risk of loss or damage to the Works passes from the Contractor to the Employer in accordance with sub Clauses 38.2 and 39.1.
- 1.1.22. "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.
- 1.1.23. "Site" means the place or places, where Work is to be done by the Contractor or to which Plant is to be delivered, together with so much of the area surrounding the same as the Contractor shall with the consent of the Employer use in connection with the Works otherwise that merely for the purposes of access.
- 1.1.24. "Specification" means the specification of the Works included in Bidding Documents and includes the Contract and any modification thereof made under Clause 31.
- 1.1.25. "Taking-over Certificate" means the Certificate to be given by the Engineer to the Contractor in accordance with Clause-29.
- 1.1.26. "Bid" means the Contractor's priced offer to the Employer for the execution of the Works.
- 1.1.27. "Tests on Completion" means the test specified in the Contract or otherwise agreed by the Employer and the Contractor to be performed before the Works are taken over by the Employer.
- 1.1.28. "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.
- 1.1.29. "Variation Order" means any written order, identified as such issued to the Contractor by the Employer under Sub Clause 31.1.
- 1.1.30. "Works" means all Plant to be provided and Work to be done by the Contractor under the Contract.
- 1.1.31. "Government" means the Government of India/Government of Haryana.
- 1.1.32. "Other Contractor" means any party or parties having a direct Contract with the Employer for Work outside the scope of this



Contract and shall include any Sub-Contractor of this “Other Contractor”

**1.1.33.** “Engineer” means Assistant Engineer/ Assistant Executive Engineer, Executive Engineer, DHBVN appointed by the Employer for this Work.

**1.1.34.** “Sub Contractor”: The Sub-Contractor used herein refers to a party or parties having a direct Contract with the Contractor, whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Engineer-in-charge.

**1.1.35.** “**Engineer-in-charge**” i.e. Chief Engineer/ Smart City Project, Gurgaon is the person under whose supervision the works shall be executed. He will identify the Engineer/ Executive Engineer who will be directly responsible for the execution of Works, measurement and verification of bills for payments. Activities such as GTP/ Drg. approval, inspections of material, foot survey variation approval etc, shall be the responsibility of the office issuing the work order.

**1.2. Written Communication**

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

**1.3. Notice, Consent and approvals**

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

**1.4. Period**

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

**2. Employer’s Decisions and Instructions**

**2.1.** The Contractor shall proceed with the decisions and instructions given by the Employer or its representative in accordance with these conditions.

**2.2. Confirmation in Writing**

The Contractor may require the Employer to confirm in writing any decision or instruction of the Employer which is not in writing. The Contractor shall

notify the Employer of such requirement without undue delay. Such a decision or instruction shall not be effective until written confirmation thereof has been received by the Contractor from Superintending Engineer /Operation Circle Concerned or the Engineer identified by him/provided in the Contract.

**3. Assignment**

The Contractor shall not assign the Contract or any part of his obligations under the Contract without the prior written consent of the Employer (Which shall not be unreasonably withheld). A charge in favour of the Contractor's bankers of any monies due under the Contract shall not be considered an assignment.

**4. Sub Contracting**

**4.1.** The Contractor may get whole of the job executed through his subcontractor. Except where, otherwise, provided by the Contract, the Contractor shall not sub-Contract any part of the Works without the prior written consent of the Employer (which shall not be unreasonably withheld). Any such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts defaults and neglects of any sub-Contractor, his agents, servants or Workmen as fully as if they were the acts, defaults or neglect of the Contractor, his agents or employees.

**4.2.** If any Sub-Contractor, engaged upon the Work either executes any Work which, in the opinion of the Employer, is not in accordance with the Contract or in the opinion of the Employer, for any other reason is undesirable, the Employer may require the Contractor by written notice to terminate the sub-contract and the Contractor shall immediately dismiss the Sub Contractor and later shall forthwith leave the Site.

**4.3.** All correspondence from any Sub-Contractor to the Employer shall be submitted only through the Contractor. Correspondence by the Sub-Contractor sent directly to the Employer will not be acknowledged or take cognizance of.

**5. Contract documents**

**5.1. Ruling Language**

Where versions of the Contract are prepared in different languages, the English version shall prevail.

**5.2. Day to Day Communications**

The day to day communications shall be in English Language only.

**5.3. Priority of Contract Document**

Unless otherwise provided in the Contract, the Contract documents shall be as follows in order of priority:-

- 5.3.1.** The letter of Award.
  - 5.3.2.** The Technical Specifications.
  - 5.3.3.** Conditions of Contract.
  - 5.3.4.** Bidder's Priced Offer.
  - 5.3.5.** Any other documents forming part of the Contract.
- 5.4.** Documents Mutually Explanatory.

Subject to Sub Clause 5.3, the Contract documents shall be taken as mutually explanatory. The Employer shall clarify any ambiguities or discrepancies.

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

## **6. Drawings**

### **6.1. Contractor's Drawings**

The Contractor shall submit to the Employer for approval:

- 6.1.1.** Within the time given in the Contract or in the Program such drawings, samples, models or information as may be called for therein and in the numbers therein required, and
- 6.1.2.** During the progress of the Works, such drawings of the general arrangement and details of the Works as specified in the Contract.

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

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

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

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

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

**6.3. Approved Contractor's Drawings**

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

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

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

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

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

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

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

**7. Error in Drawings.**

**7.1. Error in Contractor's Drawings**

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

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

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

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

## **8. Obligation of the Contractor.**

### **8.1. General Obligations**

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

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

### **8.2. Setting Out**

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

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

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

## **9. Contract Agreement**

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

## **10. Performance Guarantee**

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

**10.2. Period of validity**

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

**10.3. Non-compliance of Performance Guarantee Clause**

In case successful bidder fails to submit Performance BG within 15 days from the date of issue of detailed contract. 10% amount of the contract value shall be deducted from their bill/bills. This amount shall be released after submission of BG.

**11. Contract Price**

**11.1. Sufficiency of Contract Price**

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

**11.1.1.** All the conditions and circumstances affecting the Contract price

**11.1.2.** The possibility of carrying out the Works as described in the Contract.

**11.1.3.** The general circumstances at the Site.

The general labour position at the Site and With respect to the above provision, the Contractor shall be deemed to have also satisfied himself, before Bidding with Existing conditions, nature of existing roads and bridges and other means of access to the Site Presence of artificial obstructions on ground or underground or in air, boulders, or released water from and structures constructed for the existing sub-station or the like.

**11.1.4.** Stability of existing slopes in the Site

**11.1.5.** Nature of the surface and subsurface on or in which the Works are to be executed in or in the immediate vicinity of the Works,

and the nature and extent of surface water or water contained in the subsoil by which the Works may be affected under all possible climatic conditions.

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

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

## **11.2. Physical Obstructions and Conditions**

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

## **12. Program**

- 12.1** Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Program showing the general methods, arrangement, order and timing for all the activities in the Works along with weekly cash flow forecast.
- 12.2** An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Work including any changes to the sequence of the activities.
- 12.3** The Contractor shall submit to the Engineer, for approval, an updated Program at intervals not longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- 12.4** The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

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

**13. Contractor's Representative.**

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

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

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

- 13.2** Objection to Contractor's Employee

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

**14. Contractor's Construction Management**

- 14.1** Contractor's Equipment

All Contractors' Equipment shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works. The Employer shall have lien on all such equipment brought to Site for the purpose of survey carried out. The Contractor shall not remove from the Site any such equipment, except:

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

- 14.2** Authority for Access

No persons other than the employees of the Contractor and his Sub-Contractors shall be allowed on the Site except with the written consent of the Employer.

Facilities to inspect the Works shall at all times be afforded by the Contractor to the Employer and his representatives, authorities and officials.

**15. Compliance with Laws**

- 15.1** Compliance with Statutes, Regulations

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



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

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

**15.2 Compliance with Laws**

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

**16. Patents**

**16.1 Patent Rights**

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

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

**17. Obligations of the Employer**

**17.1 Access to and Possession of the Site**

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

**18. Labour**

The Contractor shall, follow Contractor's Labour Regulation as applicable for HARYANA PUBLIC WORKS DEPARTMENTS as per Annexure-X

**19. Workmanship and Materials**

**19.1 Manner of Execution**

All survey Work to be done and shall be executed in the manner set out in the Contract.

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

#### **19.2 Covering up Work**

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

The Contractor shall give due notice to the Employer whenever such survey is ready for examination, measurement or testing.

The Employer shall then, unless he notifies the Contractor that he consider it unnecessary, without unreasonable delay carry out the examination, measurement or testing.

### **20. Inspection & Testing**

#### **20.1 Independent Inspection**

The Employer may at his discretion delegate inspection and testing of material to an independent inspector(s) of Nigam/Third Party Inspecting agency.

#### **20.2 Dates for Inspection and Testing**

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

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

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

#### **Facilities for Testing**

Where the Contract provides for tests on the premises of the Contractor or of any Sub-Contractor, the Contractor shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be necessary to carry out the tests efficiently. However, the Nigam's authorized

Inspecting Officer/ Inspecting agency shall use own testing instruments/equipment for testing.

## **21. Rejection**

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

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

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

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

## **22. Permission to Deliver**

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

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

## **23. Suspension of Works, Delivery or Erection**

**23.1** Order to Suspend.

The Employer may at any time instruct the Contractor to: -

- a) Suspend progress of the Works, or
  - b) Suspend delivery of Plant or Contractor's Equipment which is ready for delivery to the Site at the time for delivery specified in the Program or if no time is specified, at the time appropriate for it to be delivered or
  - c) Suspend the erection of Plant, which has been delivered, to the Site.
- When the Contractor is prevented from delivering or erecting Plant in accordance with the Program by reason of any delay or failure on the part of

the Employer, or of failure by the Employer to give permission to deliver or by any cause for which the Employer is responsible, the Employer shall be deemed to have instructed a suspension provided the Contractor has given the notice of the same within fifteen (15) days of such occurrence and the Employer does not respond to such a notice by the Contractor.

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

## **24. Effects of Suspension**

### **24.1 Cost of Suspension.**

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

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

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

### **24.2 Prolonged Suspension.**

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

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

### **24.3 Resumption of Work.**

If the Contractor chooses not to treat prolonged suspension an omission or termination under Sub Clause 24.3, the Employer shall upon the request of the Contractor, take over the responsibility for protection, storage, security and insurance of the suspended Works and of the Plant which has been delivered to the Site and which is affected by suspension and the risk of loss or damage thereto, shall thereupon, pass to the Employer. After receipt

of permission or an order to proceed, the Contractor shall after due notice to the Employer, examine the Works and the Plant affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant that may occur during the suspension. Cost properly incurred by the Contractor, which would not have been incurred but for the suspension shall be added to the Contract Price together with profit.

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

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

## **25. Completion**

### **Time for completion:**

The work shall be completed and shall have passed the tests on completion within 3 **(three) months** from the date of issue of Letter of Intent (LOI).

Date of inspection and clearance by Engineer- In charge and after submission of all the data/drawing will be considered as date of completion of works.

## **26. Extension of Time for Completion.**

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

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

- a) Extra or additional Work ordered in writing under Clause-31, other than those quantity variations arising out of soil conditions or route alignment.
- b) Physical obstructions or conditions other than those which could reasonably have been foreseen by the Contractor.
- c) Employer's instructions, otherwise than by reason of the Contractor's default.
- d) The failure of the Employer to fulfill any of his obligations under the Contract.
- e) Delay by any Other Contractor engaged by the Employer, affecting this Contract.
- f) Any suspension of the Works under Clause-23, except when due to the Contractor's default.
- g) The Employer's risk, if and when they constitute the sole reason for the delay in completion of Works.
- h) Force Majeure.

The Contractor shall give to the Employer, notice of his intention to make a claim for an extension of time within 15 days of the occurrence of any of the above cause(s) for such a claim becoming known to the Contractor. The

notice shall be followed as-soon-as- possible by the claim with full supporting details.

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

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

**26.2 Delays by Sub-Contractors.**

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

**26.3 The power to decide the extension in completion period of turnkey contracts shall vest with the Board of Directors.**

**26.4 Hindrance Register.** For the proper project monitoring a hindrance register at works site is to be maintained wherein contractor is allowed to write the problems being faced during the execution of the works. The register shall be checked/ reviewed by the Const. wing on monthly basis.

**27. Penalty for Delay in Work.**

**27.1 Penalty:** 0.5% per week or part thereof subject to maximum of 2% of value of left over work up to 1st 4 weeks and @ one percent per week or part thereof in case the delay is beyond 4 weeks subject to maximum up to 10% of value of left over works / project. The total work will be considered as a single unit of work.

The Employer may without prejudice to any other method of recovery, deduct the amount of such penalty from any amount due or to become due to the Contractor. The deduction of the penalty shall be made from the running bills of the contractor proportionately to the bill amount subject to the maximum of 10% of that bill amount. The remaining penalty amount shall be adjusted from the final bill of the contractor. The payment or deduction of such penalty shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligation and liabilities under the Contract.

**27.2** If the work is completed before the scheduled completion date then the contractor will be allowed bonus @ 0.25% per week or part thereof but maximum upto 5% of the contract value

**28. Tests on Completion.**

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

**29. Taking Over.**

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

**29.2 Taking Over Certificate.**

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

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

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

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

**29.3 Use before Taking Over.**

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

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

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

**29.4 Interference with Tests on Completion.**

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

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

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

### **30. Defects after Taking Over**

- 30.1** The contract shall warrant that work executed in accordance with contract documents shall free from defects in workmanship for a period as specified in the warranty clause of Technical specification (TS) from the date of completion. However, in case the warranty period is not defined in the TS of Nigam, the same is to be considered as 12 months from the date of completion. The contractor's liability shall be limited to the replacement of any defective part of the work executed or those of his sub contractors under normal use, and arising solely from faulty design, survey and/or workmanship provided always that such defective parts are repairable at the site and are not in meantime essential in the commercial use of the equipment. Such replaced/defective area shall be redone by the contractor unless otherwise arranged. In case the firm/supplier/contractor fails to replace the damaged part/portion within stipulated period of 45 days, interest @ 10% shall be charged on the value of the area remained blocked.
- 30.2** In the event of any emergency, where in the judgment of the engineer, delay would cause serious loss of damages, repairs or adjustment be made by the owner or a third party chosen by the owner without advance notice to the contractor and cost of such works shall be paid by the contractor. In event, such action is taken by the Employer the contractor will be notified promptly and he shall assist in making necessary correction. This shall not relieve the contractor of his liabilities under the terms and conditions of the contractor.
- 30.3** If it becomes necessary for the contractor to replace or renew any defective portions, the provision of this clause shall apply to portion of the works so replaced or renewed until the expiry of twelve months from the date of replacement/renewal of the defective parts/portion of work. If any defects are not remedied within reasonable time the owner may proceed to do the work at the contractor's risk and cost. But without prejudice to any other rights which the owner may have against the contractor in respect of such defects.
- 30.4** The repaired or new parts will be furnished and erected free of cost by the contractor. If any repair is carried out on his behalf at the site the contractor shall bear the cost or such repairs.
- 30.5** The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the contractor the same shall be borne by the contractor.
- 30.6** The acceptance of the equipment by the owner shall in no way relieve the contractor or his obligations under this clause.



- 30.7** In case of those defective parts which are not repairable at site but are essential for the commercial operation of the equipment, the contractor and the owner shall mutually agree to a program of replacement or renewal which will minimize interruptions to the maximum extent, in the operation of the equipment.
- 30.8** At the end of the guarantee period the contractor's liability ceases except for latent defects(\*). For latent defects the contractor's liability as mentioned in clause No.30.1 through 30.7 above shall remain till the end of three years from the date of completion of guarantee period.
- 30.9** The provisions contained in this clause will not be applicable;
- a) If the owner has not used the equipment according to generally approved industrial practice and in accordance with the conditions or operation specified and in accordance with manuals, if any.
  - b) In case of normal wear & tear of the parts to be specifically mentioned by the contractor in the offer.
- (\*) Latent defect shall mean such defects caused by faulty design, material or workmanship which cannot be detected during inspection, testing etc. based on the technology for carrying out such tests.

## **31. Variations**

### **31.1 Employer's right to Vary**

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

### **31.2 Variation Order Procedure**

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

As soon as possible after having received such notice, the Contractor shall submit to the Employer: -

- a) A description of Work, if any, to be performed and a Programme for its execution, and
- b) The Contractor's proposals for any necessary modifications to the Programme according to Sub Clause 26.1 or to any of the Contractor's obligations under the Contract, and
- c) The Contractor's proposals for adjustment to the Contract Price.

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

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

### **31.3 Disagreement on adjustment of the Contract Price**

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

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

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

The Contractor shall also be entitled to be paid:-

- a) The cost of any partial execution of the Works rendered useless by any such variation, and
- b) The Cost of making necessary alterations to survey already done or in the course of execution that has to be altered in consequence of such variation.

The Employer shall on this basis determine the rates and prices to enable on account payment to be included in certificates of payment.

#### **31.4 Contractor to Proceed**

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

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

#### **31.5 Records of Costs**

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

#### **32. Ownership of Plant/survey**

Survey data to be supplied pursuant to the Contract shall become the property of the Nigam, once the survey data is handed over to Nigam. The Nigam shall have the copyrights of the survey data and utilization of the same by the contractor shall tantamount to copyright infringement and shall be liable for legal action/penalty or both.

#### **33. Terms of Payment**

- A. Payment for survey work shall be made on area basis (per sq. km.) as per schedule of items. No other payment shall be made. All connected works including supply of drawings and electronic files shall be considered as part of the total work. The contractor can raise the bill after completion of at least 25% work (i.e. on completion of every 6 sq. km.).

The payment of the cost of material including excise duty, sales tax, freight, insurance etc. will be made on receipt of all connected works including supply of drawings and electronic files and after verification at the project site as mentioned above. All the statutory requirement as well other formalities shall be got completed before release of final payment.

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

The complete verified bill along with required documents & certificates on the bills shall be forwarded by the concerned SE/Smart City project office to concerned Financial Advisor having the charge of FA/ Smart City Project, DHBVN, Gurgaon, for pass and payment to the supplier. All payments shall be made by the concerned Financial Advisor having the charge of FA/ Smart City Project, DHBVN, Gurgaon to the supplier in rupees in India.

For the proper project monitoring it has been decided to maintain a hindrance register at works site wherein contractor is allowed to write the problems being faced during the execution of the works. The register shall be checked/ reviewed by the smart City project Wing on weekly basis and required steps will be taken as per the inputs from the contractor.

- B. If the work is completed before the scheduled completion date then the contractor will be allowed bonus @ 0. 25% per week or part thereof but maximum upto 5% of the contract value

### **33.1 Delivery and documents on Dispatch**

- a) Copies of the Contractor's invoice showing letter of award reference area description, quantity delivered/completed, unit price, total amount (4 copies).
- b) Packing list identifying contents of each Bid/ Package (4 copies).
- c) Site verification duly verified by AE and XEN/Smart City Project.
- d) The above documents should reach the Employer within seven days from the date of dispatch to enable the Employer to make timely payment to the Contractor.

### **33.2 Payment of Contractor's Bills.**

Payment due to the Contractor shall be made through RTGS in the bank account of the contractor.

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

### **33.4 Issue of Certificate of Payment**

Within 21 days after receiving an application for payment, which the Contractor was entitled, the Employer shall issue a certificate of payment to the Contractor showing the amount due. A certificate of payment, other

than Final Certificate of payment, shall not be withheld on account of any part of the payment applied for being disputed. In such case a certificate of payment for the undisputed amount shall be issued.

### **33.5 Corrections to Certificates of Payment**

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

### **33.6 Payment**

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

### **33.7 Application for Final Certificate of Payment**

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

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

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

### **33.8 Issue of Final Certificate of Payment**

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

### **33.9 Final Certificate of Payment conclusive.**

A Final Certificate of Payments shall be conclusive evidence of the value of the Works, that the Works are in accordance with the Contract and that the Contractor has performed all his obligations under the Contract except the

obligations arising during the Defects Liability Period. Payment of the amount certified in the Final Certificate of Payment shall be conclusive evidence that the Employer has preformed all his obligations under the Contract. A Final Certificate of payment or payments shall not be conclusive:

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

### **33.10 Failure to provide Drawings**

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

## **34. Claims**

### **34.1 Procedure**

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

- a) If he intends to make any claim for additional payment he will give to the Employer notice of his intention to make such claim within 30 days after the said circumstances became known to the Contractor stating the reasons for his claim, and
- b) As soon as reasonably practical, after the date of such notice shall submit to the Employer full and detailed particulars of his claim but not later than 45 days after such notice unless otherwise agreed by the Employer. In any event such particulars shall be submitted no later than the application for the Final Certificate of Payment. The Contractor shall thereafter promptly submit such further particulars as the Employer may reasonably require to assess the validity of the claim.

### **34.2 Assessment**

When the Employer has received full and detailed particulars of the Contractor's claim in accordance with Sub Clause 34.1 and such further particulars as he may reasonably have required he shall after due

consultation with the Contractor determine whether the Contractor is entitled to additional payment and notify him accordingly.

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

### **35. Currency and Rates of Exchange.**

All payments shall be made in Indian Rupees only.

### **36. Set Off & Risk Procedure**

#### **36.1 Set Off**

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

#### **36.2 Contractor's Default Liability**

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

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

### **37. Risk and Responsibility**

#### **37.1 Allocation of Risk and Responsibility**

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

- a) The Employer: The Employer's Risks as specified in Sub Clause 37.2 & 37.3.
- b) The Contractor: The Contractor's Risks as specified in Sub Clause 37.4.

#### **37.2 Employer's Risks**

Employer's risk shall be as under:

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

- \* War and hostilities (Whether war be declared or not), invasion, act of foreign enemies.
- \* Rebellion, revolution, insurrection, military or usurped power or civil war.
- \* Ionizing radiation or contamination by radioactivity from any nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear component, thereof.

**37.3 Employer's Risks Under all circumstance:**

- a) Use or occupation of the Works or any part thereof by the Employer.
- b) The use or occupation of the Site or any part thereof for the purposes of the Contractor, or interference, temporary or permanent with any right-of-way, light, air or water any easement, way-leaves or right of similar nature which is the inevitable result of the construction of the Works in accordance with the Contract.
- c) The act, neglect or omission or breach of Contract or of statutory duty of the Employer.

**37.4 Contractor's Risks**

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

**38. Care of Works**

**38.1 Contractor's Responsibility for the Care of the Works.**

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

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

**38.2 Risk Transfer Date**

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

- a) The date of issue of the Taking-Over-Certificate, or
- b) The date when the Employer is deemed to have issued the Taking-over-Certificate or the Works are deemed to have been taken over in accordance with Clause-29, or
- c) The date of expiry of the notice of termination when the Contract is terminated by the Employer or the Contractor in accordance with these conditions.

**39. Passing of Risk**



**39.1 Passing of Risk of loss of or Damage to the Works**

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

**39.2 Loss or Damage Before Risk Transfer Date.**

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

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

**39.3 Loss or Damage After Risk Transfer Date.**

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

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

**40. Damage to Property and injury to Persons**

**40.1 Contractor's Liability**

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

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

**40.2 Employer's Liability**

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

**41. Accidents**

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

## **42. Limitations of Liability**

### **42.1 Liability after Expiry of Defect Liability Period.**

Except in cases of criminal negligence or willful misconduct:-

- a) The Contractor shall not be liable to the Employer, whether in Contract, or otherwise for any indirect or consequential loss or damage, provided that this execution shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer.
- b) The aggregate liability of the Contractor to the Employer under the Contract shall not exceed the Contract price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

### **42.2 Exclusive Remedies**

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

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

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

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

### **42.3 Mitigation of loss or Damage**

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

## **43. Insurance**

### **43.1 The Works**

- a) All the equipment, including pole foundations wherever required being supplied by the Contractor shall be kept completely insured by

the Contractor at his cost from the time of dispatch from the Contractor's Works, upto the completion of erection and final checking, testing and commissioning at Site and Taking Over of the 11 kV Line by the Employer.

- b) It will be the responsibility of the Contractor to lodge, pursue and settle all claims (for all the Plant including pole foundations) with the insurance company in case of any damage, loss, theft, pilferage, fire etc. and the Employer shall be kept informed about it. The Contractor shall replace the lost/damaged Plant including pole foundations promptly irrespective of the settlement of the claims by the underwriters and ensure that the Work progress is as per agreed schedules.

#### **43.2 Contractor's equipment**

The Contractor shall insure the Contractor's equipment for its full replacement value while in transit to the Site, from commencement of loading until completion of unloading at the Site, while on the Site and until unloading at its return destination against all loss or damage caused by any of the Contractor's risks.

#### **43.3 Third Party Liability**

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

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

#### **43.4 Employees**

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

#### **43.5 General**

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

#### **43.6 General Requirements of Insurance Policies.**

The Contractor shall:

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

- b) Effect all insurances for which he is responsible with an insurer and in terms approved by the Employer, and
- c) Make no material alterations to the terms of any insurance without the Employer's approval. If an insurer makes any material alteration to the terms the Contractor shall forthwith notify the Employer, and
- d) In all respects comply with any conditions stipulated in the insurance policies that he is required to place under the Contract.

#### **43.7 Permitted Exclusions from Insurance Policies.**

The insurance cover effected by the Contractor in the name of the Employer shall exclude the following:-

- a) The cost of making good any part of the Works, which is defective or other wise does not comply with the Contract.
- b) Indirect or consequential loss or damage including any reductions in the Contract Price for delays.

#### **43.8 Remedies on the Contractor's Failure to Insure.**

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

#### **43.9 Amounts not recovered**

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

### **44. Force Majeure.**

#### **44.1 Definition of Force Majeure.**

Force Majeure means any circumstances beyond the control of the parties including:-

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

#### **44.2 Effect of Force Majeure.**

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

**44.3 Notice of Occurrence.**

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

**44.4 Performance to Continue.**

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

**44.5 Additional Costs caused by Force Majeure.**

If the Contractor incurs additional costs in complying with the Employer's directions under Sub Clause-44.4, the amount thereof shall be certified by the Employer and added to the Contract Price.

**44.6 Damage caused by certain of the Employer's risks.**

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

**44.7 Termination in Consequence of Force Majeure.**

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

#### **44.8 Payment on Termination for Force Majeure.**

If the Contract is terminated under Sub Clause-44.7 the Contractor shall be paid the value of the Work done.

The Contractor shall also be entitled to receive :-

- a) The amounts payable in respect of any preliminary items so far as the Work or service comprised therein has been carried out and delivered and a proper proportion of any such item in which the Work or service comprised has only been partially carried out and delivered.
- b) The cost of materials or goods ordered for the Works or for use in connection with the Works which have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery. Such materials or goods shall become the property of and be at the risk of the Employer when paid for by the Employer and the Contractor shall place the same at the Employer's disposal.

#### **45. Contractor's Default**

##### **45.1 Notice of Default.**

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

##### **45.2 Nature of Contractor's default.**

If the Contractor:-

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

The Employer may, after giving 15 days notice to the Contractor, terminate the Contract and expel the Contractor from the Site.

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

### **45.3 Valuation at Date of Termination**

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

### **45.4 Payment after termination**

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

### **45.5 Effect on Liability for delay**

The Contractor's liability under Clause-27 shall immediately cease when the Employer expels him from the Site without prejudice to any liability thereunder that may have already occurred.

## **46. Employer's Default**

### **46.1 Nature of Employer's Default**

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

### **46.2 Removal of Contractor's equipment**

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

### **46.3 Payment on termination for Employer's Default.**

In the event of such termination the Employer shall pay the Contractor as amount calculated in accordance with sub Clause 44.8.

## **47. Changes in Cost and Legislation**

### **47.1 Labour, materials and transport.**

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

### **47.2 Statutory and other regulations.**

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

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

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

#### **48. Customs**

##### **48.1 Customs and Import duties.**

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

#### **49. Notices**

##### **49.1 Notice to Contractor**

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

##### **49.2 Notice to Employer**

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

##### **49.3 Minutes of meeting**

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

#### **50. Taxation**

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

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

**50.3** All custom- duties and levies, duties sales tax payable on equipment, components, sub assemblies, raw material and any other items used for their consumption or dispatches directly to the Employer from their sub



supplier (i.e. sale-in-transit at concessional rate) shall be included in Bid price and any such taxes duties, levies additionally payable will be to Contractor's account and no separate claim on this behalf will be entertained by the Employer. Employer shall however issue requisite sales Tax declaration form i.e, Form 'C' and road permit to the Bidder.

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

**51. Advertising**

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

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

**52. Material Account**

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

**53. Industrial & Labour Laws**

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

**54. Corrupt or fraudulent practices**

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

- (a) defines, for the purposes of this provision, the terms set forth as follows:
  - (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution: and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Nigam, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices

at artificial, non-competitive levels and to deprive the Nigam of the benefits of free and open competition;

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

## **55. Settlement of Disputes**

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

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

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

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

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

## **56. Arbitration:**

All matters, question, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to this Contract whether or not obligations of either of both parties under this Contract be subsisting at the time of such dispute and whether or not this Contract has been terminated or Purported to be terminated or completed, shall be referred to the

Sole Arbitrator to be appointed by the MD, DHBVN. The Award of the Arbitrator shall be final and binding on the parties to this Contract. Subject to aforementioned provisions, the provisions of Arbitration & Conciliation Act 1996 and the rules there under and statutory modifications thereof for the time being in force, shall be deemed to apply to the Arbitration proceedings under this Clause.

**57. Blacklisting of the Firms:**

The contractor will be blacklisted,

1. If the contractor backs out of the contract at any stage, the firm will be issued two 15 days notices to commence the work failing which no further notices for commencement of work will be issued and the firm will be blacklisted after giving notice of the same, without prejudice to other terms and conditions of the contract.
2. If the firm indulge in fraudulent and illegal practices such as forgery, cheating or any civil/criminal wrongdoing or any grave misconduct of similar nature which has a direct impact on the contract and the Nigam. In such case no notice of default will be issued and the firm will be liable to be blacklisted after giving notices in addition to initiating the legal proceedings etc., without prejudice to the other terms and conditions of the contract.
3. If the contractor fails to complete the work within the delivery/completion schedule, the deduction of the penalty will commence as per the terms and conditions of the present Bid Documents. On deduction of the complete penalty as admissible, the contractor will be issued one 15 days notice to complete the work failing which the Performance Bank Guarantee will be forfeited. Subsequent to the above two 15 days notices will be issued and the firm will be blacklisted thereafter.

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

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

“Period of Blacklisting shall be minimum three years and all power utilities in the country shall be intimated about the same.”

**58. JURIDICTION OF THE COURT**

Gurgaon court shall have exclusive jurisdiction to decide any dispute arising out of or in the the contract.

**59. Railway Crossing**

The charges to be paid to the railways, forest department or any other Government / statutory bodies will be borne by Nigam on actual basis. Initially the requisite charges are to be deposited by the turnkey contractor with the concerned

department. However, the same shall be reimbursed to the contractor on production of proof of depositing this amount.

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

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## **SECTION – IV**

### **CONTRACT DATA**

The name of the identification number of the Contract is

Request for conducting the land/field surveys photogrammetry through GPR/GIS and office work required to compile a TOPOGRAPHIC/ UNDERGROUND map of property(s) identified in tender documents to generate requisite information for design and field engineering activities for the area pertaining to DLF sub-division of Gurgaon circle under the jurisdiction of DHBVN on turnkey basis

### **CONTRACT DATA**

**The Engineer In charge under whose supervision the Contract will be executed.**

<b>Name / Address</b>	<b>The Superintending Engineer, Smart City Project, DHBVN, Gurgaon</b>
<b>Name of Engineer</b>	<b>Concerned Executive Engineer of Smart city Project, DHBVN, Gurgaon as identified by Engineer in-charge for work.</b>
<b>Name of Authorized Representative</b>	<b>Concerned Assistant Engineer of Smart city Project, DHBVN, Gurgaon.</b>

The Intended Completion Date for the whole of the Works is (2) two months from the date of start with the following milestones.

### **----- As per Approved PERT Chart -----**

1. The following documents also form part of the Contract :
  - a) \_\_\_\_\_
  - b) \_\_\_\_\_
  - c) \_\_\_\_\_.
2. The Contractor shall submit a detailed Program for the Works, within 15 days of delivery of the Letter of Acceptance:
3. The Site Possession Date shall be :

4. The Defects Liability (warranty) Period of 365 days from the date of taking-over-certificate.
5. The minimum insurance cover for physical property, injury and death is Rs. 5.0 lac per occurrence with the number of occurrences limited to four. After each occurrence, Contractor will pay additional premium necessary to make insurance always valid for four occurrences.
6. The Period between Program updates shall be 30 days.
7. The amount to be withheld for late submission of an updated Program shall be Rs. 2500/-.
8. The language of the Contract Documents is English.
9. The laws which apply to the Contract are the laws of Union of India.
10. The currency of the Contract is Indian Rupees.

## **SECTION – V**

### **SAMPLE FORMS AND PROCEDURES**



## ANNEXURES

### CONTENTS

<b>Annex. No.</b>	<b>ANNEXURE DESCRIPTION</b>	<b>PAGES</b>
I.	Performa of Letter of Undertakings.	
II.	Performa of Agreement.	
III.	Performa of Bank Guarantee for Contract Performance.	
IV.	Performa of Extension of Bank Guarantee.	
V.	Performa for Indemnity Bond. (Entire Equipment Consignment in One Lot).	
VI.	Performa for Indemnity Bond. (Equipment handed over in Installments).	

Page 1 to 2

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

Ref: ..... Date .....

To

The Chief Engineer,  
Smart City Project, DHBVN, Gurgaon

Dear Sirs,

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 & Annexure.
- c) Technical Specifications.
- d) Drawings attached with Bidding Documents.

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

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

Should this Bid be accepted, I\*/we\* also agree to abide by and fulfill all the terms, conditions of provision of the above mentioned bid documents.

Signature along with Seal of Company

.....

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

Name : .....

Designation .....

Name of Company .....

( In Block Letters)

WITNESS :

Signature .....Date & Postal Address :

Date.....

Name &Address .....

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

.....

.....

Telephone No. ....

Telex No. ....

**\* Strike out whichever is not applicable.**

**PROFORMA OF 'AGREEMENT'**

(To be executed on non-judicial Stamp Paper)

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

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

**NOW THEREFORE THIS DEED WITNESSETH AS UNDER :-****1. 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. 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. 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:

- 3.1.1** 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.

These shall include but not limited to the following:

- i).** Relevant Plant standards, drawings and procedures;
  - ii).** Detailed Quality Assurance System manuals for manufacturing activities.
- 3.4.3** It is expressly agreed to by the Contractor that notwithstanding the fact that the contract is termed as Supply-cum-Erection Contract or indicates the break-up of the contract consideration, for convenience of operation and for payment of sales tax on supply portion, it is in fact one composite contract on single source responsibility basis and the Contractor is bound to perform the total contract in its entirety and non-performance of any part or portion of the contract shall be deemed to be a breach of the entire contract.
- 3.4.4** The Contractor guarantees that the equipment package under the contract shall meet the ratings and performance parameters as stipulated in the technical specification ( Volume-II) and in the event of any of any deficiencies found in the requisite performance figures, the owner may at the owner's opinion reject the equipment package or alternatively accept it on the terms and conditions and subject to levy of the liquidated damages so leviable shall be in accordance with the contract documents and without any limitation.
- 3.4.5** It is further agreed by the Contractor that the contract performance guarantee shall in no way be constructed to limit or restrict the owner's right to recover the damages / compensation

due to short-fall in the equipment performance figures as stated above or under any other clause of the Agreement. The amount of damages/ compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and / or otherwise.

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

**4. Settlement of Disputes:**

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

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

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution where of has been approved by the competent authorities of both the parties) on the day month and year first above mentioned at Gurgaon.

WITNESS:

- 1. .... (Owner’s Signature)  
(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 Chief Engineer,  
Smart City Project, DHBVN, Gurgaon

Dear Sirs,

In consideration of Dakshin Haryana Bijli Vitran Nigam ( hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/S ..... 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 forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the owner. The Bank shall not be released or its obligations under these presents by any exercise by the Owner of its liberty without reference in the matters aforesaid or any of them or by reason of any other Act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

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

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

WITNESS

.....

(Name) (Signature )

.....

(Name ) (Signature)

.....

(Official Address) (Designation with Bank Stamp)

Attorney as per Power Of

Attorney No. ....

Date .....

**Note :**

- This sum shall be ten percent (10%) of the Contract Price in two parts i.e for Power Transformer and for rest of material.
- The date will be Ninety days (90 days) after the end of Warranty Period as specified in the Contract.
- The stamp papers of appropriate value shall be purchased in the name of issuing Bank.

Page 1 of 1

**PROFORMA OF EXTENSION OF BANK GUARANTEE**

Ref : ..... Dated .....

To

The Chief Engineer,  
Smart City Project, DHBVN, Gurgaon

Dear Sirs,

**Sub : Extension of Bank Guarantee No. .... for Rs. ....  
favoring 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.

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

(Entire Equipment consignment in one lot)

(On non-Judicial Stamp Paper of appropriate Value)

**INDEMNITY BOND**

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

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

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

NOW THEREFORE, This Indemnity Bond witnessed as follows:

1. That in consideration o various Equipment as mentioned in the Contract,  
valued at Rs. .... (Rupees.....) handed over  
to the Contractor for the purpose of performance of the Contract, the Contractor  
hereby undertakes to indemnify and shall keep DHBVN indemnified, for the full  
value of the Equipment. The Contractor hereby acknowledges receipt of the  
Equipment as per dispatch title documents handed over to the Contractor duly  
endorsed in their favour and detailed in the Schedule appended hereto. It is  
expressly understood by the Contractor that handing over of the dispatch title  
documents in respect of the said Equipment duly endorsed by DHBVN in  
favour of the Contractor shall be constructed as handing over of the Equipment  
purported to be covered by such title documents and the Contractor shall hold  
such Equipment in trust as Trustees for an on behalf of DHBVN.

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit / protection and custody of the Equipment at DHBVN project Site against all risks whatsoever till the Equipment are duly used / erected in accordance with the terms of the Contract and the Plant / Package duly erected and commissioned in accordance with the terms of the Contract, is taken over by the DHBVN. The Contractor undertakes to keep DHBVN harmless against any loss or damage that may be caused to the Equipment.
3. The Contractor undertakes that the Equipment shall be used exclusively for the performance / execution of the Contract strictly in accordance with its terms and conditions and no part of the Equipment shall be utilized for any other work or purpose whatsoever, It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of Contractor for all intents and purpose including legal / penal consequences.
4. That DHBVN is and shall remain the exclusive Owner of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The Equipment shall at all times be open to inspection and checking by Chief Engineer/ Engineer or other employees / agents authorized by him in this regard. Further, DHBVN shall always be free at all times to take possession of the Equipments in whatever form the Equipments may be, if in its opinion, the Equipment are likely to be endangered, mis-utilized or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of DHBVN to return the Equipment without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is mis-utilized in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge / Engineer of DHBVN as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and / or damaged Equipment at its own cost and / or shall pay the amount of loss of DHBVN without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to DHBVN against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of DHBVN THEN, the above Bond shall void, but otherwise, it shall remain in full force and virtue.

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

## SCHEDULE

Particulars of the Equipment handed over.	Quantity	Particulars of Dispatch title documents RR/GR No. Date Bill Carrier of lading	Value of the Equipment	Signature of Attorney in token of receipt.

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

.....

### WITNESS:

1. i) Signature..... Signature.....

ii) Name ..... Name .....

iii) Address ..... Designation .....

..... Authorized Representative

2. i) Signature.....

ii) Name .....

iii) Address ..... (Common Seal)

..... (In case of Company)

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

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

(On non-Judicial Stamp Paper of appropriate Value)

**INDEMNITY BOND**

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

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

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

NOW THEREFORE, This Indemnity Bond witnessed as follows :

1. That in consideration o various Equipment as mentioned in the Contract, valued at Rs. .... (Rupees.....) handed over to the Contractor in installment from time to time for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep DHBVN indemnified, for the full value of the Equipment. The Contractor hereby acknowledges receipt of the initial installment of the Equipment per details in the Schedule appended hereto. Further the Contractor agrees to acknowledge receipt of the subsequent installments of the Equipment as required by DHBVN the form of Schedules consecutively numbered which shall be attached to this Indemnity Bond so as to form integral part of this Bond. It is expressly understood by the Contractor that handing over of the dispatch title documents in respect of the said Equipments duly endorsed by DHBVN in favour of the Contractor shall be constructed as handing over of the Equipment purported to be covered by such title documents and the Contractor shall hold such Equipment in trust as Trustees for and on behalf of DHBVN.



2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit / protection and custody of the Equipment at DHBVN project Site against all risks whatsoever till the Equipment are duly used / erected in accordance with the terms of the Contract and the Plant / Package duly erected and commissioned in accordance with the terms of the Contract, is taken over by the DHBVN. The Contractor undertakes to keep DHBVN harmless against any loss or damage that may be caused to the Equipment.
3. The Contractor undertakes that the Equipment shall be used exclusively for the performance / execution of the Contract strictly in accordance with its terms and conditions and no part of the Equipment shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of Contractor for all intents and purpose including legal / penal consequences.
4. That DHBVN is and shall remain the exclusive Owner of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The Equipment shall at all times be open to inspection and checking by Engineer-in-Charge / Engineer or other employees / agents authorized by him in this regard. Further, DHBVN shall always be free at all times to take possession of the Equipment in whatever form the Equipment may be, if in its opinion, the Equipment are likely to be endangered, mis-utilized or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of DHBVN to return the Equipment without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is mis-utilized in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge / Engineer of DHBVN as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and / or damaged Equipment at its own cost and / or shall pay the amount of loss of DHBVN without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to DHBVN against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of DHBVN THEN, the above Bond shall void, but otherwise, it shall remain in full force and virtue.

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

#### SCHEDULE

Particulars of the Equipment handed over.	Quantity	Particulars of Dispatch title <u>documents</u> RR/GR No. Date Bill Carrier of lading	Value of the Equipment	Signature of Attorney in token of receipt.

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

WITNESS :

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

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

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

**SCHEDULE 'C'**

**(Referred to in-Regulation 7)**

**DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED**

**TENDER FORM**

**(EMD)**

From .....

.....

.....

.....

To .....

.....

.....

.....

Offer No. .... Dated ..... 2016

Subject : Submission of tender against Notice

Inviting Tender No. ....

Dated ..... of

Dakshin Haryana Bijli Vitran Nigam Ltd.

Dear Sir,

With reference to your above-mentioned notice inviting tender, I/we hereby offer to Supply genuine goods and materials (quantity and rates of the goods and material are described in the attached terms and conditions) and shall execute the work truly and faithfully within time specified and set forth in the attached terms and conditions. The goods and materials to be supplied will be of the quality and answerable In every respect with this tender. I/we shall be responsible for all complaints as regards the

quality of material and in case of dispute the decision of the Nigam will be final and binding on me/us.

1. A Crossed postal Order/Bank Draft No..... for the prescribed amount of Rs..... Rupees ..... drawn in favor of Sr AO/HQ, DHBVN, Hisar is enclosed, as earnest money as desired. I fully understand that in the event of my/our tender being accepted this earnest money shall be retained by you till the submission of performance guarantee by me as per clause of schedule-D
2. I/we shall have no claim to the refund of the earnest money prescribed against this tender in the event of my/our non-compliance of the purchase Order provided such order is placed within the period of validity of my/our tender as Indicated In paragraph 4 below. I further understand that my earnest money will stand forfeited even if I withdraw my tender at any stage during the currency of the period of validity.
3. My/our tender shall remain valid for a period of 120 days from the date of opening of part-II (price bid) against the N.I.T. No. ....Dated .....
4. My/our tender along with the terms and conditions with the relevant columns and annexure duly filled in under my/our attestation and with each page of the tender papers (including the enclosed terms and conditions signed by me/us,(in the capacity of sole owner/general or special attorney, in proof of which power of attorney is attached) is submitted for your favorable consideration.
5. I/we have read the enclosed terms and conditions carefully and have signed the same in taken of their absolute and unqualified acceptance. My/our tender constitutes a firm offer under the Indian Contract Act 1872 and is open to an acceptance in whole or in Parts. My/our offer, If accepted on the attached terms and conditions will constitute a legally binding contract and shall operate a contract as defined in the Indian Contract Act. 1872 and the Indian sale of goods Act. 1930.

Thanking You,

Yours Faithfully

N.I.T No. ....

Enquiry No. ....

(TO BE FILLED IN AND SIGNED BY THE TENDERER)

SCHEDULE OF DEVIATIONS

**We/I have carefully gone through the technical specifications & the general conditions of the contract and We/I have satisfied ourselves/myself and hereby confirm that our/my offer strictly confirms to the requirements of the technical specifications and general conditions of the contract except for the deviations which are given below: -**

Sr. No.	Description	Stipulation in Specification	Deviations offered	Remarks

**A. Commercial Terms:**

Clause No

**B. Technical Specifications:**

Clause No.

(Please use more sheets, if required).

- C.** For the Drawings/GTPs/Standards which are not included in the above tender documents, latest ISS/ REC standards will be followed.

Signature:

Name :

Status :

Whether Authorized Attorney Of the

Tendering Company

Dated:

Place: Name of the Tendering Company

**AFFIDAVIT**

I, .....Directory  
of M/s..... with Head  
quarter at.....being their authorized  
signatory, do hereby solemnly affirm and declare that

M/S ..... has not been black listed  
by any state/ Central Govt. or any of its agencies. I understand that if upon  
acceptance of our offer no. .... dated..... against DHBVNL tender  
enquiry no. .... for supply of ..... on any PO is placed upon us,  
the same is liable to be cancelled if this declaration is found wrong at any subsequent  
time and further I understand to compensate the DHBVNL, for the consequences  
arising out of wrong declaration.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attested by Oath Commissioner

**Documents to be attached with the Bid (The bids be submitted with numbered pages and properly hard binded )**

Sr. No.	Clause	Particulars	Page No.
1.	Earnest Money		
2.	Validity 13.1	180 days from Part-II	
3.	Technical Criteria (clause no. 2.1 (a))	The Bidder during the last 3 completed financial years should have executed the survey of underground utilities through GPR of 50KM length and topographic survey through GIS survey of 25 sq. km. length in single work order/contract. The bidder should have also executed the total 100KM of underground utilities through GPR and total 50sq. km. topographic survey through GIS of complete length survey on the date of floating of the NIT. Submit the successful completion certificate of above work.	
4.	Financial criteria clause 2.2	<p><b>a)</b> The average annual turnover during the last 3 financial years should be twice the value of the Bid/ Package.</p> <p><b>b)</b> The Bidder shall have Liquid Assets (LA) and / or evidence of access to or availability of credit facilities extended by any scheduled bank, of NOT less than 25% value of the Bid/ Package, not more than one month prior to the scheduled date of Bid opening. LA will be calculated on the basis of latest audited balance sheets and unutilized balance of LC (fund base only) and CC limits (fund base only) will be considered not more than one month prior to the scheduled date of Bid opening and bidder will also enclose the complete sanction order of the limits issued by the bank.</p>	
5.	license clause 2.5	The Bidder shall have the valid license issued from competent authority of respective State of India, if required, for the execution of work/survey.	
6.	Clause 2.6 (a)	Copies of original documents defining the constitution or legal status, place of registration and principal place of business, written power of attorney of the signatory of the Bidder to commit the Bid.	
7.	Clause 2.6 (b) amount in crore	Total annual turn over of erection and supply of material and equipment over the last 3 years.	
8.	Clause 2.6 (c)	Performance as Prime Contractor for the survey done ( GIS and GPR both) over the last 5 years and details of other works and contractual commitments, presently in hand. The	

		Work Order along with quantified details of the works carried out is supplied for proper assessment. The Bidder shall allow assessment of his ongoing works to the authorized representative of the Employer at any time	
9.	Clause 2.6 (e)	The tenderer shall specifically furnish the details of key members of the proposed team to be employed on the project in the event of award of the contract, their respective roles and relevant experience/ qualifications. The Project Manager be nominated who shall be at least an M.Tech /MBA having minimum five years experience in similar type of turnkey works. The Assistant Project Managers to be nominated specifically for the work shall be Minimum B.E. Electrical qualified and having a minimum of Three years of experience in similar type of turnkey works	
10.	Clause 2.6 (f)	Reports on the financial standing of the Bidder including profit and loss statements, balance sheets and auditors reports of the past five years and an estimated financial projection for the next two years	
11.	Clause 2.6 (g)	Evidence of access to lines of credit and availability of other financial resources.	
12.	Clause 2.6 (h)	Information regarding any litigation, current or during the last two years, in which the Bidder is involved, the parties concerned and disputed amount	
13.	Clause 2.6 (i)	The declaration by the firm that it is not blacklisted by any State Govt. or Agency and shall be liable for the consequences of wrong declaration. The bidder should submit along with the Bid no blacklisting certificate for the past three years.	
14.	Clause 2.6 (j)	<p>The proposed methodology and program of construction including PERT Chart backed with equipment planning and deployment, quality control procedure to demonstrate the adequacy of Bidder's proposal to meet the technical specification and completion schedule as per milestones.</p> <p>It would be preferable to give this information in a self-contained write-up. The progress of the work shall be reviewed as per PERT CHART within the schedule completion period at the level of the Chief Engineer. For the proper project monitoring a hindrance register is to maintain at works site wherein contractor is allowed to write the problems being faced during the execution of the works. The register shall be checked/ reviewed by the SMART CITY PROJECT wing on monthly basis.</p>	



<b>15.</b>	<b>Clause 2.6 (k)</b>	<b>Ownership Change</b>  The Bidder shall be financially sound and must not be anticipating any ownership change during the period from Bid submission to two years after Commercial operation defined as successful completion of commissioning of the distribution lines and acceptance of the same by the Employer. However, in case the firm is anticipating any such ownership change/take over at any stage of the entire bid process and during the execution of contract.  They shall seek prior approval from the Employer well in time. It shall be the sole discretion of the Employer to grant permission for such change in ownership / take over and if allowed by the Nigam for ownership change, the new company shall own all responsibilities and liabilities under the contract and the old firm should not be blacklisted by any state/centre government or any of its agency.	
<b>16.</b>	<b>Clause 10.3</b>	The Bidder must enclose Income Tax clearance certificate along with the tender	
<b>17.</b>	<b>Schedule of deviations</b>	Tech. Deviation	
<b>18.</b>	<b>Schedule of deviations</b>	Commercial Deviation	
<b>19.</b>	<b>Annexure-1</b>	Annexure-1 Performa of letter of undertaking on NJSP.	
<b>20.</b>		Declaration to supply the data as per the Nigam's specifications and instructions.	
<b>21.</b>		Article of association & MOA	

## **SECTION VI**

### **SCHEDULE OF PRICES**

## Schedule-I

Bidder's Name & Address

To

The Chief Engineer,  
Smart City Project, DHBVN, Gurgaon

Dear Sir,

We declare that the following is the lump-sum price in %age over and above the estimated cost for the entire scope of Work specified in the specifications and documents.

Total price for conducting the land/field surveys photogrammetry through GPR/GIS and office work required to compile a TOPOGRAPHIC/ UNDERGROUND map of property(s) identified in tender documents to generate requisite information for design and field engineering activities for inclusive of concessional tax i.e. CST/VAT (As the case may be), duties, levies, freight and insurance for the area pertaining to DLF sub-division of Gurgaon circle under the jurisdiction of DHBVN on turnkey basis against Tender Enquiry No **NIT No.TSGP-01/2016-17**. The breakup of the price should also be given showing taxes components separately.

Total percentage over and above of estimated cost in figures:
Total percentage over and above of estimated cost age in words :

\* To be field online through e-tendering.

Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

Designation \_\_\_\_\_

Common Seal \_\_\_\_\_