

BIDDING DOCUMENT

(NIT No. - 04 /TS/BHW/2020-21 Dated 18.05.2020

FOR

Outsourcing activities of general maintenance of residential and non-residential building, arboriculture/horticulture including cleaning & sweeping and security arrangements in colonies, offices and rest house situated at 132 KV S/Stn HVPNL Campus, BTM Road, Bhiwani for the year 2020-21.

Amounting to Rs. 1685000.00

CONDITIONS OF CONTRACT

Issued to M/S _____

Signature of Tender Issuing Officer

INDEX

HARYANA VIDYUT PARSARAN NIGAM

BTM ROAD BHIWANI

GENERAL RULES AND DIRECTIONS

SECTION – I

INVITATION FOR BID

HARYANA VIDYUT PARSARAN NIGAM

NOTICE INVITING TENDER

NIT No./ 04 /TS/BHW/2020-21

Dated: 18.05.2020

E-Tenders are invited in two parts Part-I Technical Bid (online Bid under PQQ/ Technical Envelope) & Part-II Price Bid (comprising of price bid Proposal under online available Commercial Envelope) from the firms by the Executive Engineer, TS Division, HVPNL, Bhiwani from the reputed contractors of appropriate class (enlistment certificate to be attached in part-1 of tender), registered with Vidyut Nigam's/State PWD/CPWD/MES/ Railways or other Govt. Department., having proven experience for civil works, on single percentage basis on the estimated cost.

Sr. No	Description of work / Items	EMD to be deposited by Bidder (Rs.)	Tender Document Fee &- Service Fee (Rs.)	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of EMD Submission	Expiry Date & Time of Bid Preparation & Submission
1	Outsourcing activities of general maintenance of residential and non-residential building, arboriculture/horticulture including cleaning & sweeping and security arrangements in colonies, offices and rest house situated at 132 KV S/Stn HVPNL campus, BTM Road, Bhiwani for the year 2020-21.	33700/-	2000+360 =2360.00 including GST 1000+180 =1180.00 including GST	18.05.2020 15:00 Hrs	29.05.2020 17.00 Hrs	29.05.2020 17.00 Hrs

Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for

only those Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

- 1) Only those tenders will be considered who fulfill the **Pre-Qualification Conditions** mentioned in the tender documents
- 2) Only those tenders shall be considered who deposit the earnest money and tender cost & E-Service Fee by due date.

Corrigendum, if any would be published online on the website <https://etenders.hry.nic.in>

Information Regarding Online Payment of Tender Document, E-Service & EMD Fee.

- 1) The Bidders can download the tender documents from the Portal: <https://etenders.hry.nic.in>. The Bidders shall have to pay for the e-service fees, Tender documents & EMD fees online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between suppliers and online payment authorization networks. The Payment for Tender Document Fee and e-Service Fee can be made by eligible bidders/suppliers online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.
- 2) If the tenders are cancelled or recalled on any grounds, the e-service fees & tender document fees will not be refunded to the agency.
- 3) The detailed procedure/instructions to bid on Electronic Tendering System are at **Annexure-I**.
- 4) **For any clarification regarding bid preparation and bid submission, please contact:**
O/o DS&D Haryana, SCO-09, 2nd Floor, Sector-16, Panchkula – 134108

E -mail: Support-eproc@nic.in Help Desk-1800-180-2097(**Toll Free Number**)

- 5) The Tenderers can submit their tender documents (Online) as per the dates mentioned in the key dates schedule:
The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:-

Key Dates

Sr. No.	Department Stage	Bidder's Stage	Start date and time	Expiry date and time
1		Tender Document Download and Bid Preparation/Submission	18.05.2020 15:00 Hrs	29.05.2020 17:00 Hrs
2	Technical Bid Opening		01.06.2020 15:00 Hrs	
3	Financial Bid Opening		Will be intiamted to the Firms on thier e-mail	

Important Note:

- 1) The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications / bids not submitted'.
- 2) Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
- 4) In the first instance, the online payment details of tender document fee + e-Service and EMD & PQC/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online. The bidder can submit online their bids as per the dates mentioned in the schedule/ Key Dates above.

The bids shall be submitted online in two separate envelopes:

Envelope 1: Technical Bid

The bidders shall upload the required eligibility & technical documents online in the Technical Bid.

Envelope 2: Commercial Bid

The bidders shall quote the prices in price bid format under Commercial Bid.

Instructions to bidder on Electronic Tendering System(Annexure-I)

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

- 1. Registration of bidders on e-Procurement Portal:-**

All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e - Procurement Portal i.e. <http://etenders.hry.nic.in>. The bidders are also required to have/obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities for submission and processing of the bids. Please visit the website for more details.
- 2. Download of Tender Documents:**

The bidders can view and download the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <http://etenders.hry.nic.in>.
- 3. Pre-requisites for online bidding:**

In order to bid online on the portal <http://etenders.hry.nic.in>, the user machine must be updated with the latest Java. The link for downloading latest java applet and “DC setup” Utility is available on the Home page under the tab ‘Download’ of the e-tendering Portal.
- 4. Key Dates:**

The bidders are strictly advised to follow date and time as indicated in the online Notice Inviting Tenders (NIT). 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 (NIT).
- 5. Bid Preparation (Technical & Financial) , Payment of Tender Document Fee, EMD fees and Submission of Bid Seal (Hash) of online Bids:**

The Following are to be made by the bidder through NIC portal:-

 - a)** Tender document fee of Rs. 2000+360 =Rs.**2,360/-**including GST through Debit Cards & Internet Banking Accounts.
 - b)** Earnest Money Deposit (EMD) **Rs. 33700 /-** shall be submitted through online payment mode via through Debit Cards & Internet Banking Accounts and through RTGS / NEFT. E-service fees Rs. 1000+180 =**Rs. 1,180/-**including GST shall be submitted through online payment mode via through Debit Cards & Internet Banking Accounts.
- 5.2** The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, validity and all other terms and conditions except the rates (price bid). The bidders ensure that uploaded documents must be properly numbered and indexed.

The bidders shall quote the prices in price bid format in a specified template.
- 5.3** 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:-

- 1.** If bidder fails to complete the Online Bid Preparation & Submission stage by the stipulated date and time, his/her bid will be not be considered.
- 2.** Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <http://etenders.hry.nic.in>.

3. For help manual please refer to the 'Home Page' of the e-Procurement website at <http://etenders.hry.nic.in>, and click on the available link 'System Requirement' to download the file. Help manual is available on 'Home Page' of the <http://etenders.hry.nic.in>.

For queries on Tenders Haryana Portal, kindly contact:-

Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

Tel :	0120-4200462, 0120-4001002
Mobile :	8826246593
E-Mail :	support-eproc[at]nic[dot]in
	For any technical related queries please call at 24 x 7 Help Desk Number
	0120-4001 002
	0120-4200 462
	0120-4001 005
	0120-6277 787
	International Bidders are requested to prefix 91 as country code
	E Mail Support
	A) For any Issues or Clarifications relating to the published tenders,
	bidders are requested to contact the respective Tender Inviting Authority
	Technical - support-eproc(at)nic(dot)in

VOL-I

SECTION	DESCRIPTON	PAGE NO.
I	INVITIATION FOR BID	
II	INSTRUCTIONS TO BIDDERS	
III	CONDITIONS OF CONTRACT	
IV	SPECIFICATIONS	
V	SAMPLE FORMS & PROCEDURES	
VI	SCHEDULE OF PRICES	

SECTION – I

INVITATION FOR BID

SECTION - II

INSTRUCTION TO BIDDERS

INSTRUCTION TO BIDDERS

CONTENTS

Sr. No.	Description	Page
1	Scope of Bid	
2	Qualifications of the Bidder	
3	Cost of Bidding	
4	One Bid per Bidder	
5	Contents of Bid Documents	
6	Clarifications of Bid documents	
7	Amendments to Bidding Documents	
8	Language of Bid	
9	Local Conditions	
10	Documents comprising the Bid	
11	Contract Quality Assurance	
12	Bid Price	
13	Bid Validity	
14	Taxes and Duties	
15	Bid Security	
16	Format of Bid	
17	Signature of Bid	
18	Sealing and Marking of Bid	
19	Deadline for submission of Bid	
20	Late Bid	
21	Modification and withdrawal of Bid	
22	Rates to be quoted in words & figures both	
23	Opening of Bids	
24	Clarification of Bids	
25	Examination of Bids	

26	Definition and Meanings	
27	Comparison of Bids	
28	Contacting the Owner	
29	Award Criteria	
30	Owner's right to accept any Bid and to reject any or all Bids	
31	Notification of Award	
32	Signing of Contract	
33	Contract Performance Guarantee	
34	Quantity variation	
35	Site visit	

1. SCOPE OF BID

Haryana VidyutParsaran Nigam, Bhiwani here in after called "The Employer" intends to **Outsourcing activities of general maintenance of residential and non-residential building, arboriculture/horticulture including cleaning & sweeping and security arrangements in colonies, offices and rest house situated at 132 KV S/Stn HVPNL Campus, BTM Road, Bhiwani for the year 2020-21.**

1.1 as per the following details:

Description of works	Estimated cost (In Rs.) excluding GST
Outsourcing activities of general maintenance of residential and non-residential building, arboriculture/horticulture including cleaning & sweeping and security arrangements in colonies, offices and rest house situated at 132 KV S/Stn HVPNL Campus, BTM Road, Bhiwani for the year 2020-21.	16.85 Lacs.

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

2. QUALIFICATION OF THE BIDDER

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

- i. Required amount of Earnest Money is deposited by the bidder.
- ii. The bidder should be a registered service provider/registered Contractor.
- iii. The bidder will submit the self attested copies of following documents.
 - a) Self-attested Copy of PAN Card.
 - b) Self-attested Copy of valid labour license issued by the Central Labour department under Contract Labour (R & A), 1970 Act.
 - c) Self-attested Copy of Allotment of EPF number.
 - d) Self attested copy of Allotment of ESI number.
 - e) Self attested copy of GST Registration number.
 - f) Original EMD amounting Rs. **33700/-** should be deposited through online payment gateway before date and time of submission of tender.

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

- a) The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the lead partner as per performa enclosed in Section-V.
- b) All partners of the joint venture/consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the Bid Form and in the Contract Form (in case of successful Bid).
- c) The bid will include a letter signed by both the members of the consortium who are bidding jointly for this work. (The format of the letter is provided as FORM 1-Bid by Consortium).

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

4. Cost of Bidding

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

4. One Bid per Bidder

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

5. Contents of Bidding Documents

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

Volume-I

Section-I	-	Invitation for Bids (IFB)
Section-II	-	Instruction to Bidders (ITB)
Section-III	-	Conditions of Contract (CC)
Section-IV	-	Specifications (Scope of work)
Section-V	-	Sample forms and procedure
Section-VI	-	Schedule of Prices

6. Clarifications on Bid documents

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

any way be the part of binding on the Owner.

7 Amendment for Bidding Documents.-----Deleted

8 Language of Bid.

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

9 Local Conditions

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

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

10. Documents Comprising the Bid

10.1 Bid must be submitted in two parts. Part-I (one) shall consist of tender documents except price bid proof of EPF/ESI code No., PAN No., GST No. and cost of tender documents technical details, earnest money, enlistment / registration, experience, key person & commercial terms, proof of license under the contract Regulation & Abolition Act, 1970.

10.2 Part-II (2nd) shall consist of price bid only.

10.3 Deleted.

10.4 Deleted.

10.5 Deleted.

11. Contract Quality Assurance

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

12. Bid Price

12.1 Price quoted for each item in the Bid form and schedule of prices shall be reasonable for each item in the judgment of the Employer. Under no circumstance, will a manifestly unbalanced Bid be considered.

12.2 The Bidder shall fill in prices for all items of Works described in the schedule of prices, whether quantities are stated or not. Items against which, no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered in the other prices in the schedule of prices.

- 12.3 The Bidder shall complete the Bid form in all respect and shall provide the price and other schedules furnished in the Bidding Documents, indicating the supplies and the services to be provided.
- 12.4 The Prices quoted by the Bidder shall be inclusive of all taxes, duties, levies, freight & insurance etc. and shall be 'FIRM' during the performance of the Contract and shall not be subject to variation on any account.
- 12.5 The prices shall be quoted in Indian Rupees.
- 12.6 No mobilization advance shall be paid to the successful Bidder, as such the same will not be considered in the Bid.

13 **Bid Validity**

- 13.1 Bids shall remain valid for 90 days after the date of opening of tender part-I.
- 13.2 In exceptional circumstances, prior to expiry of the original Bid validity period, the Employer may request the Bidder to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. The Bidder may refuse the request without forfeiting its Bid security. The Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his Bid security for the period of the extension.

14 **Taxes and Duties**

- 14.1 The bidder shall be liable for all taxes, duties and levies etc. as applicable as per laws.
- 14.2 As regard the Income Tax, surcharge on Income Tax and other taxes including tax deduction at source, the Bidder shall be responsible for such payment to the concerned authorities with in prescribed period.
- 14.3 The Deduction of Tax at source / Works Contract Tax as per the applicable law shall be made from the Bills of the Contractor.

15. Bid Security

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

Description of works	E. M. D. (In Rs.)
Outsourcing activities of general maintenance of residential and non-residential building, arboriculture/horticulture including cleaning & sweeping and security arrangements in colonies, offices and rest house situated at 132 KV S/Stn HVPNL Campus, BTM Road, Bhiwani for the Year 2020-21.	Rs.33700/-

The earnest money/security deposit taken from the firms under this regulation shall be forfeited in part or in full under the following circumstances.

- i If the tenderer withdraws his tender at any stage during the currency of his validity period, the earnest money shall be forfeited in full in such cases.
- ii. If the work has been allotted but the supplier refuses to comply with it, the earnest money deposited by him shall be forfeited in full. This forfeiture shall be without prejudice to the right of the Nigam to claim damages as admissible under the law as well as to take action against the supplier for black listing etc.
- iii. In the event of a breach of contract in any manner, the security deposit shall be forfeited and adjusted against the claim of the Nigam on the supplier.

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

15.2.1 The bidder shall not claim for interest and appreciation for the EMD amount in any situation.

15.3 The EMD of unsuccessful Bidders will be returned as promptly as possible after the expiry of the period of Bid validity/extended Bid validity as the case may be.

15.4 The EMD may be forfeited.

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

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

15.4.2.1 Sign the agreement, or

15.4.2.2 Furnish the required performance security.

16 Format of Bid

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

16.2 The Bid shall contain no interpolation, erasure or overwriting except as necessary to correct errors made by the Bidder, in that case, each such correction shall be initialed by the person or persons signing the Bid.

17 Signature on Bid

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

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

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

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

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

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

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

18. Sealing and Marking of Bid : Deleted

18.1 Deleted.

18.2 Deleted.

18.2.1 Deleted.

AND

18.2.2 Deleted.

18.3 Deleted.

18.4 Deleted..

19. Deadline for submission of Bids- Deleted

19.1 Deleted.

19.2 Deleted.

19.3 Deleted.

20. Late Bid- Deleted

21. Modification and withdrawal of Bid- Deleted

21.1 Deleted.

21.2 Deleted.

21.3 Deleted.

22. Rate to be quoted in words & figures both.

The agency should quote rates as indicated in Annexure-IV both in figures and words. For this purpose, tenderers should use a photo copy of Annexure – IV retaining the original intact in the booklet of tender documents.

23. Opening of Bids by Owner.

23.1 The Tender Opening Committee will open the Bids (Part-I) on the prescribed date and time.

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

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

24 Clarification of Bids

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

25 Examination of Bids

25.1 In case, it is found that the Contractor is not discharging the duties to the satisfaction of the Principal Employer/Employer and there is a breach of terms and conditions on part of the Contractor, the Employer shall be at liberty to terminate the contract by giving the contractor one month's notice in writing. All expenses incurred by the management in finding out alternative arrangement for execution of the job and execution thereof by new contractor shall be deducted from amount payable to the contractor or can be recovered from the contractor by any other form/means. Any advance payment made by the

company to the contractor prior to such termination will be refundable by the contractor on termination or else will be adjusted against the Security deposit.

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

25.3 All arithmetical errors will be rectified on the basis of the unit price or total price (in figures or in words) whichever is more beneficial to the Owner.

26 Definitions and Meanings.

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

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

27 Comparison of Bids.

27.1 The Bids shall be compared on the basis of lump sum prices for the entire scope of the proposal as defined in the Bidding document.

27.2 All evaluated Bid prices of all the Bidders shall be compared among themselves to determine the lowest evaluated Bid.

28 Contacting the Owner

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

29 Award Criteria

The whole Contract shall be awarded to a single Contractor. If the quoted rates of more than one bidder are same, it will be decided by DHBVN on merit based on previous performance and experience of the bidders Decision of authority competent to approve tender shall be final in this regard.

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

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

31 Notification of Award

- 31.1 Prior to the expiration of the period of Bid validity and extended validity period, if any, the Owner will notify the successful Bidder in writing by registered letter or by cable or Telex or Fax, E-mail to be confirmed in writing by registered letter, that its Bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the successful Bidder's furnishing of performance guarantee pursuant to Clause 33, the Owner will promptly notify each unsuccessful Bidder and will discharge his Bid security, pursuant to Clause 15.

32 Signing of Contract

- 32.1 At the same time as the Owner notifies the successful Bidder that its Bid has been accepted the Owner will send the Bidder the Contract Form incorporating all agreements between the parties.
- 32.2 Within fifteen (15) days of the Notification of the Award the successful Bidder shall sign and date the Contract and return it to the Owner.

33 Contract Performance Guarantee.

- 33.1 Within 15 days of issue of notification of award from the Owner, the successful Bidder, to whom the Work is awarded, shall be required to furnish a performance Bank Guarantee from a Nationalized Bank, in the form attached in Section-V to the Vol-I in favour of **Executive Engineer, Transmission System Division, HVPNL, Bhiwani**. The guarantee amount shall be equal to **Rs. 1,68,500/-** (or as per schedule of price whichever is higher) and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. The guarantee shall be valid upto 100 days after the end of contract period. Penalty for late submission of BG shall be recovered as per Nigam instructions /procurement manual.
- 33.2 The Performance Guarantee shall cover additionally the following guarantees to the Owner:
 - a) The Successful Bidder guarantees the successful and satisfactory operation as per the specifications and documents.
- 33.3 The Contract Performance Guarantee is intended to secure the execution / performance of the entire Contract.

33.4 The Performance bank guarantee will be returned to the Contractor without any appreciation & interest at the end of the contract period after recovery of the dues of Nigam, if any or as decided by competent authority of HVPNL.

34 Quantity Variation

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

35 Site Visit

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

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

Executive Engineer,
TS Division, HVPNL, Bhiwani.

SECTION-III

CONDITIONS OF CONTRACT

CONTENTS

Clause No.	Description	Page
1	Definitions and interpretations	
2	Employer Decisions and Instructions	
3	Assignment	
4	Sub Contracting	
5	Contract Documents	
6	Obligations of the Contractor	
7	Contract Agreement	
8	Performance Guarantee	
9	Contract Price	
10	Programme	
11	Contractor's Representative	
12	Compliance with Laws	
13	Patents	
14	Obligations of the Employer	
15	Labour	
16	Workmanship and Materials	
17	Inspection and Testing	
18	Rejection	
19	Completion	
20	Extension of Time for Completion	
21	Penalty for delay in Work	
22	Tests on completion	
23	Variations	
24	Certificates and Payment	
25	Currency and Rate of Exchange	
26	Set-off	
27	Risks and Responsibility	
28	Damage of Property and Injury to Persons	
29	Accidents	
30	Limitation of Liability	
31	Insurance	
32	Force Majeure	
33	Contractor's Default	
34	Employer's Default	
35	Changes in cost and Legislation	
36	Customs	
37	Notices	
38	Settlement of Disputes	
39	Arbitration	
40	Taxation	
41	Advertising	

1. Definition and Interpretations

1.1. Definition

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

- a) "Contract" means the agreement between the Employer and the Contractor for the execution of the complete Works incorporating the Conditions, Specifications, price and other completed Schedules, Bid, Letter of Award and such further documents as may be expressly incorporated in the Letter of Award.
- b) "Conditions" means conditions of Contract.
- c) "Commencement Date" means the date of signing of Contract.
- d) "Contract Agreement" means the documents recording the terms of the Contract between the Employer and the Contractor.
- e) "Contract Price" means the sum stated in the Letter of Award as payable to the Contractor for execution and commissioning of the Works.
- f) "Contractor" means the person who's Bid has been accepted by the Employer and the legal successors in title to the Contractor but not (except with the consent of the Employer) any assignee of the Contractor.
- g) "Employer/Owner" means the HARYANA VIDYUT PARSARAN NIGAM and the legal successors in title to the Employer/Owner but not (Except with the consent of the Contractor) any assignees of the Employer/Owner.
- h) "Force Majeure" has the meaning assigned to it under Sub Clause 32.1.
- i) "Gross Misconduct" means any act or omission of the Contractor in violation of the most elementary rules of diligence which a conscientious Contractor in the same position and under the same circumstance would have followed.
- j) "Notification of Award/Letter of Award" means the formal award by the Employer of the Bid incorporating any adjustments or variation to the Bid agreed between the Employer and the Contractor.
- k) "Performance Guarantee" means the security to be provided by the Contractor in accordance with Sub Clause 8.1 for the due performance of the Contract.
- l) "Schedule of Prices" means the completed price schedule or any part or individual schedule thereof, submitted by the Contractor with his Bid and forming a part of the Contract documents.
- m) "Specification" means the specification of the Works included in Bidding Documents and includes the Contract and any modification thereof made under Clause 31.
- n) "Bid" means the Contractor's priced offer to the Employer for the execution of the Works.
- o) "Time for Completion" means the time stated in the conditions of Contract for completing the Works or any Part thereof and passing the tests on completion calculated from the commencement date unless extended in accordance with Clause-26.

- p) "Variation Order" means any written order, identified as such issued to the Contractor by the Employer under Sub Clause 31.1.
- q) "Government" means the Government of India/Government of Haryana.
- r) Nodal officer: SE/TS shall be the Nodal officer for this project.

1.2. Written Communication

Wherever in the Contract provision is made for communication to be "Written" or "in Writing" this means any hand-written, type written or printed communication including telex, cable and facsimile transmission addressed to the Nodal officer of this project.

1.3. Notice, Consent and approvals.

Wherever in the Contract provision is made for the giving of notice, consent or approval by any person, such consent or approval shall not be unreasonably with-held. Unless otherwise specified, such notice, consent or approval shall be in writing and the word "notify" shall be construed accordingly. All such letter and notices shall be addressed by the Contractor to the Executive Engineer, Transmission System Division, HVPNL, BTM Road, Bhiwani..

1.4 Period

In these conditions "day" means calendar day.

2. Employer's Decisions and Instructions

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

2.2. Confirmation in Writing

The Contractor may require the Employer to confirm in writing any decision or instruction of the Employer which is not in writing. The Contractor shall notify the Employer of such requirement without undue delay. Such a decision or instruction shall not be effective until written confirmation thereof has been received by the Contractor from Executive Engineer, Transmission System Division, HVPNL, BTM Road, Bhiwani..

3. Assignment

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

4. Sub-Contracting

The Bidders are not allowed to sublet the Contract to any Sub- Contractor for execution of the allotted work.

5. Contract documents

5.1 Ruling Language

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

5.2 Day to Day Communications

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

5.3 Priority of Contract Document

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

- a) The letter of Award.
- b) The Specifications.
- c) Conditions of Contract.
- d) Bidder's Priced Offer.
- e) Any other documents forming part of the Contract.

6. Obligation of the Contractor.

a. General Obligations

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

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

7. Contract Agreement

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

8. Performance Guarantee

8.1 The Contractor shall execute/furnish Performance Guarantee as per details given under Clause 33 of Section-II (Instruction to Bidders). The form of the Performance Guarantee shall be as provided in Section-V of this Bidding Document or in some other format that is acceptable to the Employer. In the event of any change in the Contract price the Performance Guarantee shall be adjusted, provided that such adjustment shall be subject to the approval of Employer. The Performance Guarantee shall be paid to the Employer on first demand without conditions or proof.

8.2 Period of validity

The Performance Guarantee shall be valid till the period of Contract plus 100 days.

8.3 Non-compliance of Performance Guarantee Clause

Failure of successful Bidder to comply with the requirement of Clause 33 of Section II (Instruction to Bidders), shall constitute sufficient grounds for annulment of Award and for forfeiture of the Bid Security.

9. Contract Price

9.1 Sufficiency of Contract Price

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

- a) All the conditions and circumstances affecting the Contract price
- b) The possibility of carrying out the Works as described in the Contract.
- c) The general circumstances at the Site.

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

10. Period of Contract

Initially the period of contract shall be for 10 months and can be terminated with one month notice upon awarding the work of solid waste management in the colony. The cleaning and sweeping contractor shall have no rights whatsoever notwithstanding any of condition in bid documents

11. Complaint Register

The contractor will maintain a complaint register which would be kept at specified place to be decided by the Executive Engineer, Transmission System division, HVPNL, Bhiwani.

12. Compliance with Laws

12.1 Compliance with Statutes, Regulations

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

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

The Contractor shall be fully responsible for deducting the P.F. / E.S.I. of the employees/labour Working under him as per statutory regulations and depositing the same with the concerned authorities and shall provide the proof of deposit to employee & shall maintain related records as required by the laws.

13. Conveyance to Labour.

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

14. Obligations of the Employer

14.1 Access to and Possession of the Site

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

15. Labour

15.1 Engagement of Labour

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

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

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

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

15.3 In case, the Employer becomes liable.

to pay any wages or dues to the labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission and commission of the Contractor, the Employer may make such payments and shall recover the same from the Contractor's bills.

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

16. Workmanship and Materials

16.1 Manner of Execution

All work to be done shall be executed in the manner set out in the Contract.

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

16.2 **Covering up Work**

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

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

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

17. The Staff /workers deployed will be properly dressed in distinct uniform as approved by Executive Engineer, Transmission System Division, HVPNL, Bhiwani and will wear I Cards on duty failing which penalty of Rs.100/- per default per person shall be levied and deducted from the bills.

18 Rejection

18.1 If the Employer decides that any work or part thereof is defective or otherwise not in accordance with the Contract, he may reject such work and shall notify the Contractor there-of, immediately. The notice shall state the Employer's objections with reasons.

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

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

19. The persons deployed by the contractor for the work shall be the employees of the contractor for all intents and purposes and in no case there shall be any relationship of employer and employee between the said persons and Executive Engineer, Transmission System Division, HVPNL, BTM Road, Bhiwani either implicitly or explicit. The contractor will ensure that employees are medically fit and free from communicable disease. The antecedents of the persons to be provided by the contractor will be got verified from the appropriate authority by the contractor at his own level.
20. On award of contract the contractor shall obtain & submit labour contractor license from the competent authority within 15 days. Cleaning sweeping shall be carried on daily i/c Sunday and on holiday except National Holiday.
21. The staff employed by the contractor shall be under the supervision of his supervisor who shall be available in HVPNL Colony during working hours and report to the concerned JE or his representative.
22. The contractor shall ensure that the staff employed by him is decently and properly dressed in distinct uniform. The uniform shall be as approved by the Executive Engineer, Transmission System Division, HVPNL, BTM Road, Bhiwani. For the purpose of proper identification of these employees deployed at various points, the contractor shall issue identify cards/identification documents etc. and they shall be duty bound to display the identify cards at the time of duty.
23. Contractor will deploy sufficient workers and one no. **Work Supervisor** on the job and will maintain record of the workers as required under labour laws and copies of the same shall be submitted with the bill. The contractor will raise the bill by the 1st date of every month. On receipt of satisfactory performance, the payment will be made latest by the 10th of same month.

24. **Certificates and Payment**

- 24.1 The completion of contractual formalities the firm would be an essential requirement for claiming any payment. The firm shall be entitled to get payment as under:-

The payment shall be made within 30 days after the acceptance of the verification report of authorized officer by the Competent Authority.

25. Currency and Rates of Exchange.

All payments shall be made in Indian Rupees only.

26. Set Off & Risk Procedure

26.1 Set Off

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

26.2 Contractor's Default Liability

In the event of breach of any of the terms and conditions by the Contractor, the Employer can terminate the Contract 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 Performance Guarantee as liquidated damages and not as penalty.

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

27. Risk and Responsibility

27.1 Allocation of Risk and Responsibility

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

- a) The Employer: The Employer's Risks as specified in Sub Clause 27.2 & 27.3.
- b) The Contractor: The Contractor's Risks as specified in Sub Clause 27.4.

27.2 Employer's Risks

Employer's risk shall be as under:

In so far as they relate to the country where the Works are to be erected:-

- * War and hostilities (Whether war be declared or not), invasion, act of foreign enemies.
- * Rebellion, revolution, insurrection, military or usurped power or civil war.

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

27.3 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.

27.4 Contractor's Risks

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

28. Damage to Property and injury to Persons

28.1 Contractor's Liability

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

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

28.2 Employer's Liability

The Employer shall be liable for and shall indemnify the Contractor against all losses, expenses, or claims in respect of loss or damage to any physical property (other than Works) to the extent caused by those of the Employer's Risks listed in Sub-Clause 27.2. &27.3.,but not otherwise.

29. Accidents

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

30. Limitations of Liability

30.1 Except in cases of criminal negligence or willful misconduct:-

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

30.2 **Exclusive Remedies**

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

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

- a) Any breach of Contract, or
 - b) Any act of negligence or omission, or
 - c) Death or personal injury, or
 - d) Loss or damage to any property.
- are, save in the case of Gross Misconduct, to be to the exclusion of any other remedy that either may have against the other under the law governing the Contract or otherwise.

30.3 Mitigation of loss or Damage

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

31. **Insurance**

31.1 Contractor's equipment

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

31.2 Third Party Liability

The Contractor shall insure against liability to third parties for any death or personal injury and loss of or damage to any physical property including the property of the

Employer other than the Works arising out of the performance of the Contract and occurring before the issue of the last Defect Liability Certificate.

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

31.3 Employees

The Contractor shall insure and maintain insurance against his liability under Sub Clause-28.

31.4 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.

31.5 General Requirements of Insurance Policies.

The Contractor shall

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

31.6 Permitted Exclusions from Insurance Policies.

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

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

32. Force Majeure.

32.1 Definition of Force Majeure.

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

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

32.2 Effect of Force Majeure.

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

32.3 Notice of Occurrence.

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

32.4 Performance to Continue.

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

32.5 Additional Costs caused by Force Majeure.

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

32.6 Damage caused by certain of the Employer's risks.

If in consequence of any of the Employer's risks listed in para-graphs of Sub Clause-27.2. the Work on or adjacent to the Site shall suffer loss or damage, the Contractor shall be entitled to have the value of the Work done, without regard to the loss or damage that has occurred, included in a certificate of payment.

32.7 Termination in Consequence of Force Majeure.

If circumstances of Force Majeure have occurred and shall continue for a period of 180 days, notwithstanding, the Contractor may by reason thereof, having been granted an

extension of Time for Completion of the Works, either party shall be entitled to serve upon the other, 30 days notice to terminate the Contract. If at the expiry of the period of 30 days Force Majeure shall still continue, the Contract shall terminate.

32.8 Payment on Termination for Force Majeure.

If the Contract is terminated under Sub Clause-32.7 the Contractor shall be paid the value of the Work done.

The Contractor shall also be entitled to receive:-

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

33. Contractor's Default.

33.1 Notice of Default.

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

33.2 Nature of Contractor's default.

If the Contractor:-

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

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

Any such expulsion and termination shall be without prejudice to any other rights or powers of the Employer, or the Contractor under the Contract. The Employer may upon such termination complete the Works himself or by any other Contractor. The Employer or such

other Contractor may use for such completion, Contractor's equipment which is on the Site and as he or they may think proper and the Employer shall allow the Contractor a fair price for such use.

33.3 Valuation at Date of Termination

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

33.4 Payment after termination

The Employer shall not be liable to make any further payments to the Contractor until the Works have been completed. When the Works are so complete, the Employer shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor under sub Clause 33.3.

33.5 Effect on Liability for delay

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

34. Employer's Default

34.1 Nature of Employer's Default

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

34.2 Removal of Contractor's equipment

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

34.3 Payment on termination for Employer's Default.

In the event of such termination the Employer shall pay the Contractor as amount calculated as per record of Nigam.

35 Changes in Cost and Legislation

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

35.2 Statutory and other regulations.

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

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

36 Customs

36.1 Customs and Import duties.

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

37 Notices

37.1 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.

37.2 Notices to Employer

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

37.3 Minutes of meeting

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

38 Settlement of Disputes

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

38.2 If any dispute or difference of any kind whatsoever shall arise between the Owner and the Contractor, arising out of the Contract for the performance of the Works whether during

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

- 38.3 Unless as hereinafter provided, such decision in respect of any matter so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence, whether he or the Owner required arbitration as hereinafter provided or not.
- 38.4 If after the Empowered Officer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.
- 38.5 In the event of the Empowered Officer failing to notify his decision as aforesaid within thirty (30) days after being requested aforesaid, or in the event of either the Owner or the Contractor being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty (30) days, as the case may be either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

39. Arbitration

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

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

41. CORRUPT OR FRAUDULENT PRACTICES

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

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

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution:
and
- (ii) "fraudulent practice: means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Nigam, and includes collusive practice among Tenders(prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive the Nigam of the benefits of free and open competition:
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question:
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Nigam contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Nigam contract.

42. BLACKLISTING OF THE FIRMS:

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

43. Taxation

- 43.1 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.
- 43.2 The Contractor shall be solely responsible for the taxes that may be levied on the Contractor's persons or on earning of any of his employee and shall hold the Employer indemnified and harmless against any claims that may be made against the Employer. The Employer does not take any responsibility whatsoever regarding taxes under Income Tax Act, for the Contractor or his employees. If it is obligatory under the provisions under the Indian Tax Act, deduction of Income Tax at source shall be made by the Employer.

44. Advertising

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

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

- 45. Contractor will maintain the register for recording daily attendance of regular workers deployed on the work and will make their payment through cheque in presence of JE Civil/SSE or representative of JE Civil/SSE Mtc. upto 7th day of every month.**
- 46. Payment of EPF & ESI contribution of workers be made by the contractor to the Govt. Deptt. as applicable and copy of challan with the corresponding list of workers be submitted along with the bill. GST as applicable shall be paid to the concerned Govt. deptt. in time and copy of proof of deposit of GST also shall be submitted along with the next bill.**
- 47. Contractor shall maintain Site Order Book for taking day to day instructions from JE/SSE/, In Charge of works.**

Executive Engineer,
Transmission System Division,
HVPNL, Bhiwani.

SECTION – IV

SPECIFICATIONS

(Scope of Work)

Annexure-II

Scope of Work

The scope of services to be provided by the contractor for cleaning/sweeping/sanitation of HVPNL Campus, BTM Road Bhiwani shall include, but not be limited to, the following:

The Contractor will execute Cleaning and sweeping works with the suitable and **uniformed trained** persons with modern equipments & machinery for the following works in HVPNL campus, BTM Road Bhiwani.

- i) Daily Cleaning/Sweeping of all roads/path, berms in area about **22.5 Acres** of HVPNL Campus.
- ii) Malba/garbage generated from the HVPNL campus shall be disposed off out of HVPNL campus from 4 Nos. dumping points in HVPNL campus, where garbage/malba shall be dumped by the outsourcing contractor of arboriculture.
- iii) Daily Cleaning/Sweeping of all other open spaces in area of HVPNL Campus.
- iv) The scope includes daily disposal of all waste/garbage such as waste of kitchen/kitchen garden, polythene papers, animal excreta, grass/dry leaves/Branches of trees/other unwanted vegetation cut by malis from buildings / houses Road berms / open areas. Other loose malba from road & path/dust bins, parks open spaces in the Campus, as per schedule of cleaning/sweeping/sanitation defined in clause No. I to IV above.
DAILY REMOVAL / DISPOSAL OF TRIMMINGS OF TREES, SHRUB PLANTS, WILD GROWTH, GRASS CUTTING OF PARKS / GREEN BELTS, STACKED AT PREPHERY OF PARKS / GREEN BELTS IS ALSO INCLUDING IN THIS SCOPE OF WORK.
- v) Daily Disposal of waste outside of HVPNL Campus through tractor trolley or any other permissible mechanical means engaged by the contractor. The waste shall be disposed off to authorized dumping yard of Distt. Administration Bhiwani and as per direction of SSE, Incharge of HVPNL Campus Bhiwani.
- vi) The scope of work includes arrangement of material T&P in respect of cleaning/sweeping such as tractor with trolley, wheel barrows, brooms with handles, Kassi, Panja, Rickshaw, rehries etc.
- vii) **The uniform, gumboots, soap etc.** for the workers shall be arranged by the contractor at his cost. Uniform shall be got approved from Executive Engineer, TS Division, HVPNL, Bhiwani.
- viii) All T&P materials required for cleaning/sweeping/sanitation shall be arranged by the contractor in advance at his own cost.
- ix) The above work will be carried out on all days of the month including Sunday and holidays.
- x) The cleaning of sign boards shall be made fortnightly by contractor within quoted price.
- xi) The quantity of waste may vary from time to time. Site may be studied by contractor before quoting rates.
- xii) Removal of dead animals (dogs, cats and birds etc.) shall be carried from HVPNL Campus immediately in case of delay penalty @ Rs. 500/- per day shall be recovered /charged.
- xiii) Generally timings shall be from 6:00 AM to 11:00 AM and 2:00 PM to 5:00 PM in summer and in winter timings shall be 8:00 AM to 12:00 Noon and from 1:00 PM to 5:00 PM. However in case of Emergency work can be got carried beyond this period including during night hrs and no Extra payment shall be made on this account.
- xiv) Garbage like polythen, paper glasses / plates, pieces of papers, Branches of trees, grass etc will not be burnt in HVPNL Colony. If found burnt by workers of contractor then fire shall be controlled immediately by the contractor at his own risk and expenditure. In case of delay fire shall be controlled by HVPNL and expenditure in curried shall be deducted from bill / Security of contractor including penalty of Rs. 200/- extra per occasion.
- xv) **Sufficient No. of sweepers /SafaiKaramcharies with one No. supervisor, 1 No. Tractor Trolleys /Dumpers for disposal of garbage /malba at authorized dumping yard of Distt. Administration and 2 No. Rikshaw /Tricycles for**

collection of Garbage /Malba shall be deployed for effective /satisfactory completion of work. During months of February & March (PATZHAR /Autumn). Additional manpower and additional Tractor Trolleys etc. shall be deployed for timely cleaning /sweeping.

- xvi) Cleaning/Sweeping work will be carried out during public function of Independence day, Republic day and Holy festival and no extra payment shall be made on this account.
- xvii) In case Daily disposal of complete Malba / garbage from HVPNL outside of HVPNL Campus is not carried out in time then penalty will be levied @ Rs. 1000/- per day. Malba / Garbage may be got removed by SSE Incharge of HVPNL Campus/Civil Mtc. & actual expenditure so incurred shall be recovered from the bill / Security of the Contractor in addition to amount of penalty. Decision of Engineer incharge shall be final on this account. In case of default for more than 5 occasions performance Bank Guarantee shall be forfeited by the Nigam in addition to termination of contract. Decision of Executive Engineer, TS Division, HVPNL, Bhiwani, shall be final in this regard.
- xviii) **5%** Security will be deducted from all the running bills of the contractor for faithful execution of contract which shall be refunded in final bill after adjusting / recovery of amount of penalty / other dues recoverable from the contractor if any.
- xix) In case approved uniform is not used by the workers then penalty @Rs. 10/- per day per worker shall be deducted from the bill of the contractor.

The Scope for Maintenance & up-keeping of HVPNL Campus per month at 132 KV S/Stn, HVPNL, Bhiwani is given below:-

S. No	Description of work	Estimated cost of activity per month in Rs. Excluding GST
1	Cleaning & sweeping in HVPNL Campus	27000.00
2	Gardening, cleaning & removing wild grass, hedges, & ground leveling	27000.00
3	Supply of water & maintained drainage system	14500.00
4	Maintaining of sewerage system	27000.00
5	Repair & mtc. of electrical works in Residential & Non-Residential Buildings as well as street lights in Campus.	18000.00
6	Chokidari in HVPNL Campus to ensure security of Campus 24x7 Hours	40500.00
7	Repair & mtc. of water supply in colony as well as campus	14500.00
	Total amount of work per month in Rs.	168500.00 (Excluding GST)
w.e.f. 01.06.2020 to 31.03.2020 = 10 months Total Estimated cost of work for 10 months= 168500 x10 = (Rs. 1685000.00Excluding GST)		

ABSTRACT of SCOPE:-

Sr. No.	Description of work	Unit	Job frequency
1. 2	Upkeep &Mtc. of all trees and plantations (New / Old) in 132kVS/Stn. HVPNL Campus, Bhiwani.	One job	As and when required
2. 4	Cleaning uprooting of anti-weed grass, weeds and Minor leveling etc in all the area of vacant grassy land as directed by Engineer-in-charge (Approx. Area 22.5 Acres)	One job	Once in a month
3. 6	Disposal of garbage to outside of 132kV Power House Campus, Bhiwani. The disposal should be beyond 1 KM from the 132 KV Power House Complex, Bhiwani.	One job	Once in two months

Sr. No.	Description of work	Unit	Job frequency
4 7	Cleaning of storage tanks in the 132kV Power House Campus, Bhiwani, Rooding / cleaning of rain water pipes before rains, cleaning of roofs and storm water on roofs.	One job	Once in six months
5 8	Cleaning of all underground sewerage pipelines, Manholes of sewerage system in the 132kV Power House Campus, Bhiwani, to keep it blockage free.	One job	As and when required
6 9	Cleaning of the Septic tank of the Sewerage system including cost of all men, material and T&P required for removal of silt/ proper cleaning and its disposal as per direction of Engineer-in-charge.	One job	Once in a year
7	Watch and ward of the 132 KV Power House Campus, Bhiwani	One job	24x7 on Regular Basis
8	Routine maintenance of residential and non-residential building for officers, staff and also for operation/maintenance of pump house for water supply (Working hours to be fixed by the Nigam).	One Job	As and when required
9	Cleaning & Sweeping of 132 KV Power House Campus, Bhiwani	One Job	Daily

Note:-Material for replacement of defective items of Electrical and Plumbing work for repair & maintenance works in Residential & Non-Residential Buildings as well as street lights & repair & maintenance of water supply in the Campus shall be supplied by the HVPNL.

2.0 Time Schedule:

The above works will be carried out on all days including Sundays; work will be carried out as per timings fixed by Engineer Incharge from time to time. The activities for this line of business will start from the date of hand over of the area.

2.1 The Cleaning & Sweeping works are to be carried out as per International norms/standards and in such a manner that all premises always look neat & Clean, Eco friendly chemicals /Reagents to the extent possible are used. Similarly, the waste disposal is also carried out in totally sealed manner without affecting the Environment.

2.2 The contractor will try to use Mechanized type of Cleaning by which Efficient cleaning can be achieved.

2.3 COORDINATION WITH OTHER CONTRACTORS

The contractor for this package shall plan and execute work in coordination and in co-operation with other contractors working for adjacent/other packages,

2.4 RESPONSIBILITY FOR SPECIFICATIONS

2.5 Specifications

One copy of specifications shall be supplied to the Contractor. The Contractor shall promptly inform the Authorized representative of HVPNL of any error, omission, fault and other defects in the Specifications, which are discovered when reviewing the Contract

Documents or in the process of execution of the Works.

2.6 SUPPLY OF MATERIALS TOOLS, AND EQUIPMENT BY THE HVPNL

Material for replacement of defective items of Electrical and Plumbing work shall be supplied by the HVPNL. The Contractor has to arrange all tools, equipment as well as cleaning reagents and consumables required for the work. The contractor shall have to identify sources for supply of all such cleaning reagents and consumable materials and get them approved by the in-charge before the use. The Contractor shall submit the sample to the in charge and shall use only after the sample is approved. Nothing extra shall be payable to the Contractor on this account.

The Contractor should have the capacity to keep the equipments in good fettle.

2.7 All garbage/debris shall be removed from site daily or as they accumulate. All garbage/debris shall be disposed to the approved locations in covered position. The transportation for disposing the debris shall also be arranged by the Contractor. The Waste disposal shall be done in sealed condition without affecting the Environment.

2.8 Accidents; - It shall be the entire responsibility of the Contractor to adopt all the safety measures & deploy cleaning personnel who are adequately trained in safety. If any accident occurs within the area due to Cleaning & Sweeping operations or due to negligence on the part of the Contractor's personnel, it shall be the full responsibility of the Contractor.

2.9 DUTIES, TAXES, OCTROI, ROYALTY ETC

The Contractor shall ensure full compliance with tax laws of India with regard to this agreement and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the HVPNL fully indemnified against liability of tax, interest, penalty etc, of the Contractor's in respect thereof, which may arise.

2.10 HOUSING FACILITIES

The Contractor shall have to make his own arrangements for housing facilities for his staff.

2.11 SUPPLY OF WATER AND ELECTRICITY

The contractor shall make arrangements for Water supply and Electricity etc. necessary for the Works at his cost. However, Tube-well water may be used free of cost.

The contractor shall make his own arrangements to tap the Electricity from the nominated sockets / points.

2.12 The Contractor shall submit full scheme for the requirement of water. If scheme mentions water requirement which is beyond the capacity of the HVPNL, in that case the contractor shall make his own arrangements/ alternative arrangements.

2.13 The Contractor should make his/their own arrangements to draw the water from the available water point to the working place in such a manner without affecting the premises.

2.14 The Contractor should make his own arrangements for Electricity and Water if the HVPNL fails to provide water supply due to technical or any other reasons beyond the control of the HVPNL.

3.0 ACCESS ROADS AND HAUL ROADS

- 3.1 Existing roads and other public roads may be used by the Contractor to carry out Cleaning & sweeping activities, with prior approval of the competent authority.
- 3.2 The Contractor shall repair any damage to the road or bear the cost thereof due to movement of contractor's plants and equipment, vehicles etc. to the specifications and satisfaction of road authorities as well as HVPNL.

4.0 CLEANING & SWEEPING PROGRAMME

- 4.1 The Contractor shall prepare and submit his detailed working Programme. This Programme will be modified and the frequency will be determined by the authorized representative of HVPNL. The contractor unequivocally agrees to the schedule and frequency as determined by the authorized representative of HVPNL and will not seek any claim compensation or any other consideration on this account.
- 4.2 The major cleaning activities involving detailed cleaning and sweeping of the areas are to be carried out during Non operational Hours. Cleaning has to be carried out in such a manner that all premises look always clean.

5.0 PENALTY

- 5.1 Penalty for non completion of work or poor quality of work i.e. improper cleaning, sanitation, improper supervision, short deployment of manpower/equipments/machines and use of inferior quality of materials etc. will be levied as follows Min. Penalty Rs.500/- per day. Max. Penalty - Rs. 2500 per day. The decision regarding Penalty & Imposing of the Penalty shall be of Executive Engineer, Transmission System Division, HVPNL, Bhiwani.
- 5.2 This penalty shall not relieve the contractor from his obligation to execute the works or from any other of his obligations and liabilities under the contract.
- 5.3 The contractor shall co-ordinate his Programme to the extent feasible with the programmes of other Contractors to be engaged at the site or in the vicinity of the site, as furnished by the Authorized representative of HVPNL so that the works can be carryout as per the overall Programme.

6.0 SECURITY MEASURES

- 6.1 Security arrangements for the work shall be in accordance with general requirements and the Contractor shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees.
- 6.2 Contractor's employees and representatives shall wear Identification Badges (cards), uniforms, helmets, gum boots & other safety/protection wear as directed by in charge, and to be provided by the Contractor. Badges shall identify the Contractor and show the employee's name and number and shall be worn at all times while at site.
- 6.3 All vehicles used by the contractor shall be clearly marked with the Contractor's name or identification mark.

7.0 ECOLOGICAL BALANCE

- 7.1 The contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The contractor shall, so conduct his

cleaning operations, as to prevent any avoidable destruction, scarring or defacing of natural surroundings in the vicinity of work. In respect of ecological balance, the Contractor shall observe the following instructions.

- (a) Where destruction, scarring, damage or defacing may occur as a result of operations relating to Cleaning activities, the same shall be repaired, replanted or otherwise corrected at Contractor's expense. All work areas shall be smoothed and graded in a manner to confirm to natural appearance of the landscape as directed by the Authorized representative of HVPNL.
- (b) All trees and shrubbery, which are not specifically required to be cleared or removed for cleaning purposes, shall be preserved and shall be protected from any damage that may be caused by contractor's cleaning operations and equipment. The removal of trees or shrubs will be permitted only after prior approval by the incharge. Trees shall not be used for anchorage. The Contractor shall be responsible for injuries to trees and shrubs caused by his operations. The term "injury" shall include, without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs shall be restored as nearly as practicable, without delay, to their original condition at Contractor's expenses.
- (c) In the conduct of cleaning activities and operation of equipment, the contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air/noise pollution.

7.2 Contractor shall use Environmental friendly chemical / detergents / reagents for the purpose of Cleaning & housekeeping to the extent Possible.

7.3 Contractor shall submit Material safety data sheets & shall follow the instructions written in material safety data sheets. The handling & Storage of materials shall also be done as per materials safety data sheets.

8.0 RESOURCES REPORT

The Contractor shall submit to the in charge, each month a detailed list by trade classification, of manpower employed during the report period as also a list of all serviceable major items of cleaning machineries / equipment on site.

9.0 PROGRAMME OF WORK

The Programme of work will be as issued by the authorized representative of Executive Engineer, Transmission System Division, HVPNL, Bhiwani.

10.0 NOISE AND DISTURBANCE/POLLUTION

10.1 All works shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify and keep indemnified the HVPNL from and against any liability for damages on account of noise or other disturbance created while carrying out the work, and from and against all claims, demands, proceedings, damages, costs, charges, and expenses, whatsoever, in regard or in relation to such liability.

10.2 Subject and without prejudice to any other provision of the agreement and the law of the land and its obligation as applicable, the contractor shall take all reasonable precautions.

11.0 ADVANCES

No advances shall be paid to the Contractor

12.0 Cleaning & House keeping Records:

Contractor will have to maintain proper records of Cleaning & Housekeeping for each activity. Similarly, Contractor will have to make a Cleaning & Sweeping Plan. Some of the records to be maintained are as follows:

1. Deployment of Man –power in each shift.
2. Availability of Machines.
3. Utilization of machines
4. Stock details & utilization of Chemicals / Reagents.
5. Details of Cleaning & Sweeping activities carried in each shift as per Cleaning & Sweeping schedule of work.
6. Monthly summary of work carried out as per schedule of work.
7. Apart from the above, the Team leader/Manager/Supervisor in each shift will have to sign the Cleaning & Sweeping monitoring booklets which will be kept in the control room. These booklets will be also signed by the representative of the HVPNL in each shift. An attendance register will also be kept in the control room. All Cleaning & Sweeping personnel including Team leader/Manager/Supervisor will have to go to control room & sign in attendance register at the starting of a shift.

13.0 SUBMITTED BY THE SUCCESSFUL TENDERER AND COMMENCEMENT OF WORK

Successful Tenderer shall submit the following for getting the approval from the HVPNL within 7 days from the date of issue of LOA.

13.1 Deployment of min. man-power along with CVs of the personnel.

Each CV shall have the current photographs of the person and shall be signed by the person. Each CV shall be submitted duly verified by the Contractor.

CV shall contain the following information but not limited to:-

- a) Name in full
- b) Father's name
- c) Date of Birth
- d) Present Address
- e) Permanent Address
- f) Educational Qualification
- g) Cleaning & Sweeping experience
- h) Any other experience

On top of every CV, the proposed category is also to be indicated.

13.2 Deployment of min. no. of Machinery & Equipments as mentioned in Form T IV along with Technical details like make, capacity, present conditions etc are to be submitted for approval.

- 13.3 The list of Chemicals/Detergents/Reagents/Disinfectants & Pesticides which should be environment friendly to the extent possible along with their applications and Material safety Data sheets are required to be submitted for approval.
- 13.4 Detailed Cleaning and Housekeeping procedures for all Cleaning and Housekeeping which shall contain the following but not limited to:-
- a) Step by step procedure.
 - b) Details of machinery and Equipment, Ladders, Elevated platforms, Mops, special cleaning equipment etc to be used.
 - c) Details of Chemicals/Reagents/Detergents/Pesticides/Disinfectants to be used.
- 14.0 Cleaning and Housekeeping Operations Timings:
- a. All cleaning and housekeeping operations should be carried out as per the Schedule of work & as per the specification provided by HVPNL's authorized representative.
 - b. All major Cleaning and Housekeeping activities should be completed during Non-operational hours. it should be carried out as per schedule of work and as & when required.
 - c. The Cleaning and Housekeeping works in the s are to be carried out with special care during commercial hours in such a manner that it does not affect the movement of public , does not cause any accident to the personnel & in a manner that all areas in the always gives a perfect clean work.
- 15.0 Cleaning materials/detergents/ reagents:
- 15.1 Cleaning materials/detergents/reagents shall be used to suit the required cleaning operations. In many cases it may happen that, HVPNL gives the particular reagents /detergents details, which are required to be used for particular items. The Contractor will have to follow the same. In such cases contractor may also suggest alternative equivalent material provided the material as mentioned by HVPNL is not readily available. In such cases the Contractor should obtain prior approval from the HVPNL.
- 15.2 The environmental friendly cleaning reagents/ detergents to the extent possible to be used for cleaning & housekeeping operations. These should be free from chemical reactions, odorless and should not affect to Commuters, Employees, materials & equipment etc. HVPNL's approval should be obtained before using the cleaning detergents/ reagents materials. The adoption Licensee shall submit the final list of Eco friendly
- 15.3 HVPNL is in the process of implementing Integrated EHS Management for all Chemicals / Reagents which are to be used, Material safety data sheets will be required to be submitted.
- 16.0 CLEANING & HOUSE KEEPING MACHINERIES/EQUIPMENTS ETC.:
- The Machineries & Equipments provided for cleaning & housekeeping should have adequate capacities in such a manner that all cleaning and housekeeping operations are comfortably completed during non-operational hours & during shift hours. The Contractor shall also keep adequate no. Of spare Machines & Equipments so that during any failure, the Contractor is able to provide spare machineries & equipments without affecting the cleaning work. The upkeep & performance of the machines & equipments shall be the full responsibility of the Contractor.

The Machineries & Equipments used should be energy efficient & should draw the current in proportion of the machine capacity. The Contractor shall use only well maintained Machineries & Equipments.

All Machineries & Equipments shall be safe to use & shall be provided with all necessary protective devices. They should be as per National/International standards.

Only Adequately trained personnel shall use the Machines & Equipments.

17.0 Cleaning and housekeeping Personnel:

The personnel deployed for the Cleaning & Sweeping operations should be qualified and trained in the relevant work and have the knowledge of safety procedures. The Personnel deployed should be covered with all statutory requirements at the cost of the Contractor.

18.0 Communication facility:

The Team leader & Managers/Supervisor shall be provided with mobile/WLL telephone

19.0 Cleaning procedures:

19.1 If HVPNL does not give cleaning and sweeping procedures, the Contractor shall give the cleaning and housekeeping procedures and the same shall be got approved by the HVPNL. Contractor shall submit the detailed Cleaning procedures for different type of Cleaning & sweeping as mentioned in the Tender at various places.

19.2 Before starting the cleaning and housekeeping operations, detailed procedures including the deployment of staff, machines equipments etc. and the detergents/reagents to be used shall be submitted within 7 days from the date of issue of LOA.

19.3 Eco friendly cleaning detergents /reagents/ chemicals shall be used with the approval of HVPNL. Contractor shall ensure that availability of the cleaning.

19.4 Maintain detergents/reagents chemicals etc. adequately. The proper records shall be maintained indicating the stock level of the cleaning detergents/reagents/chemicals etc on daily basis.

20.0 Accidents:

20.1 It shall be the sole responsibility of the contractor to adopt all the safety measures & deploy Cleaning personnel who are adequately trained in safety.

20.2 If any accident occurs within the area due to Cleaning & Sweeping operations or due to negligence on the part of the Contractor's personnel it shall be the full responsibility of the Contractor.

20.3 If any damage occurs to the structures/ material & equipment due to Cleaning and Housekeeping operations, the cost of damage will be recovered from the contractor's interest free security deposit and the same must be made up within 15 days.

20.4 All items as mentioned above shall be made available. Whenever, any item is consumed, the same shall be replaced immediately. And all above mentioned item and other consumable chemical would be kept in custody of authorized official and got issued as per daily requirement.

21.0 Uniforms, Name badges & Photo identity cards:

All Managers, Supervisors and Cleaning & Sweeping staff shall wear neat & smart Uniform(Shirt, Pant, shoes etc.) with Firm's logo. All Team Leaders, Managers,

Supervisors & housekeeping & cleaning staff shall be provided with Name badges & Photo identity cards. A copy of the photo identity card will be submitted to the HVPNL having the color photographs of the personnel and not the copy of photographs. Necessary Personnel protective Equipments shall be provided by the contractor as per the requirement for implementation of ISO14001 & OHSAS 18001. The Contractor will have to get the Police verification done for all the Cleaning & Sweeping personnel deployed in s.

22.0 SPECIFICATIONS FOR CLEANING:

The Cleaning & sweeping of area should be carried out as per frequency given by the authorized representative of HVPNL and by adequate no. of trained personnel and by using machineries & equipments.

23.0 Cleaning of Kerb Stones:

Kerb stones wherever provided should be cleaned by suitable method. It should be ensure that no Fungus formation/stains to be developed on the exposed surface of stone. The fluorescent sticker fixed / Paint applied to the kerbstone should not be deteriorated while cleaning.

24.0 Cleaning of Signage boards/Notice boards:

Different types of Signage boards/Notice boards etc. provided in buildings are to be cleaned as per frequency by suitable methods. The said boards should be kept neat & clean always.

25.0 Cleaning of Dust bins:

Dustbins shall be cleaned as per the requirement on a Daily basis.

26.0 Removal /disposal of garbage/debris/waste:

The collected garbage/debris/waste shall be disposed off to the approved locations in closed condition without causing inconvenience to anybody. The Contractor shall submit necessary procedure for removal/disposal of garbage/debris/waste for approval. The garbage /debris/waste may be required to be disposed several times in a day

The contractor will quote his prices in the price schedule.

Executive Engineer,
T.S. Division, HVPNL, Bhiwani

SECTION – V

SAMPE FORMS AND PROCEDURES

SECTION – VI

ANNEXURES

CONTENTS

ANNEXURE DESCRIPTION	PAGES
Performa of Letter of Undertakings.	
Performa of Agreement.	

ANNEXURE – 1
PROFORMA OF LETTER OF UNDERTAKINGS
(To be submitted by the Bidder along with his Bid)
(To be executed on non-Judicial Stamp Paper of requisite Value)

Ref:

Date

To

Executive Engineer,
Transmission System Division,
HVPNL, Bhiwani

Dear Sirs,

1. I*/We* have read and examined the following Bid Documents relating to the (Full scope of work).
 - a) Notice Inviting Tender.
 - b) Invitation for Bid, Instructions to Bidders, Conditions of Contract along with Contract Data & Annexures.
2. I*/We* hereby submit our Bid and undertake to keep our Bid value for a period of 180 days from the date of opening of Bid. I*/We* hereby further undertake that during said period I/ We shall not vary / alter or revoke my / our Bid.

This undertaking is in consideration of HVPNL 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 between HARYANA VIDYUT PARSARAN NIGAM LTD.(hereinafter referred to "Owner or HVPNL which expression shall include its administrators, Company incorporated under the Companies Act, 1956) on the one part andhaving 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 HVPNL 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.....datedand awarded the contract to "X" on terms and conditions documents referred to therein, which have been accepted by "X"Resulting into a "Contract".

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:-

1.0 Article

1.1 Award of Contract

HVPNL has awarded the Contract to "X" for the work of On terms and conditions contained in its letter of Award No..... dated and the documents referred to therein. The award has taken effect from aforesaid letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "Contract Documents" referred to in the succeeding Article.

2.0 Contract Documents:

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

- i) HVPNL 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) HVPNL 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 HVPNL and “X”.
- v) HVPNL’s letter of Award No. Dated duly accepted by “X”.
- vi) Quality Plans for manufacturing and field activities entitled as Quality Plan.
- vii) Contract Network.

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

3.0 Conditions & Covenants :

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

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

3.3 Time Schedule :

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

3.4 Quality Plans :

3.4.1 The Contractor is responsible for the proper execution of the Quality Plans. The work
beyond the customer’s hold points will progress only with the owner’s consent. The owner

will also undertake quality surveillance and quality audit of the Contractor's / Sub-Contractor's works, systems and procedures and quality control activities. The Contractor further agrees that any change in the quality plan will be made only with the Owner's approval. The Contractor shall also perform all quality control activities, inspection and tests agreed with the owner to demonstrate full compliance with the contract requirements.

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

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

4.0 Settlement of Disputes :

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

4.2 Notice of Default :

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

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

WITNESS :

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

Applicable in case of single award is placed on one party on supply-cum-Erection basis. In case two separate awards are placed on single party / two different parties this clause is

to be modified suitable while signing the Contract agreement to be signed separately for two awards to incorporate cross fall breach clause.

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with stamp Act)

Ref:

Bank Guarantee No.....

Dated

To

Executive Engineer,
Transmission System Division,
HVPNL, Bhiwani.

Dear Sirs,

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

We (Name and Address of the Bank).

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

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

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the contract by the

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

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

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

Dated this Day of 2017 at

WITNESS

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

Attorney as per Power Of
Attorney No.
Date

Note :

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

The stamp papers of appropriate value shall be purchased in the name of issuing Bank.

PROFORMA OF EXTENSION OF BANK GUARANTEE

Ref :

Dated

To

Executive Engineer,
Transmission System Division,
HVPNL, Bhiwani.

Dear Sirs,

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

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

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

Yours faithfully,

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

SEAL OF BANK

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

SECTION – VI

SCHEDULE OF PRICES

SCHEDULE OF PRICE

NIT No.....

Dated:-.....

Name of work:-Outsourcing activities of general maintenance of residential and non-residential building, arboriculture/horticulture including cleaning & sweeping and security arrangements in colonies, offices and rest house in HVPNL Campus situated at 132 KV S/Stn HVPNL, BTM Road, Bhiwani for the year 2020-21.

Sr. No.	Description of items	Qty.	Unit	Rate per month to be quoted by the bidder i/c Service tax as applicable & Service Charge
1	Outsourcing activities of general maintenance of residential and non residential building , arboriculture/horticulture including cleaning and sweeping of roads and paths and security arrangements in colonies , offices , rest house situated at 132 KV S/Stn., HVPNL campus, BTM Road, Bhiwani for the year 2020-21.	10 No. Jobs for one year	1 No. job for one month	

Important Notes:-

1. Income Tax as applicable shall be deducted from bill.
2. If applicable rate shall include EPF& ESI and no extra payment shall be made by the Nigam on this account and will be paid by contractor.
3. GST as applicable shall be paid extra to the contractor for further deposition of the same to concerned Govt. Deptt.
4. Performance Bank Guarantee @ 5% of the total value of work shall be deposited by the successful bidder within 15 days of issue of letter of award, in case quoted rates are upto 10% below the estimated rates. In case quoted rates are 10% to 25% below then Performance Bank Guarantee shall be deposited equivalent to difference in quoted price and estimated cost. If rates quoted are less than 25% then tender shall be out rightly rejected.
5. Rates for removal of dead animals from HVPNL Campus shall be included in the quoted rates and the animal shall be removed from HVPNL Campus within one hour of intimation by SDO/XEN/SE failing which penalty @ Rs. 1000/- per day of delay shall be charged /recovered from the bill.
6. 5% security will be deducted from the running bills of the contractor.
7. If there are two or more Agencies, quoting the same rate, preference would be given to the Agency which is already working with satisfactory performance in HVPNL/Other Government Department. If, even then, there is a tie between two or more such Agencies, then the work would be awarded to the agency which has the highest gross Annual Turnover for the last

three consecutive Financial Years and other relevant factors to be considered by Executive Engineer, Transmission System Division, HVPNL, Bhiwani..

8. In case same rates are quoted by more than one bidder then preference will be given to the bidder who has executed work of cleaning & sweeping costing more than Rs. 10.00 lacs in one year in any Government Department satisfactorily.
9. Scope of work under Section –IV be thoroughly examined before quoting of the rates.
10. All workers shall wear approved uniform while on work failing which penalty @ Rs. 100/- per person per day shall be charged.
11. TDS, Labour cess, TDS on GST shall be deducted from the all bills of the contractor including final bill.
12. All the contractors/bidders should be registered with Haryana building Construction workers Corporation & copy of registration must be scanned with the tender.
13. The contract of cleaning and sweeping of the HVPNLCampus can be terminated with one month notice upon awarding the work of solid waste management in the colony. The cleaning and sweeping contractor shall have no rights whatsoever notwithstanding any of condition in bid documents.

**HDM
TS Division, HVPNL,
Bhiwani**

**Executive Engineer,
TS Division, HVPNL,
Bhiwani.**

**Signature of the Bidder
with Address**