



DAKSHIN HARYANA BIJLI VITRAN NIGAM

(A Govt Of Haryana Undertaking)

Office of Superintending Engineer/ M&P
Sarhaul More, Sector-18, Gurgaon-122015
Ph.: 0124-2349077, Fax : 0124-2348069

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Save Energy

Tender Enquiry Bid No. 38/SE/M&P/NIT-51

Dated: 04.08.2014

TENDER NOTICE

Superintending Engineer, M&P Circle, DHBVN, Gurgaon invites sealed bids (Package A to E) from competent contractor/agency possessing HT/LT Electrical License issued by the Electrical Inspectorate of any State Govt. or Central Govt. of India registered with DHBVN (in any 'OP' Circle) for entering into a work on contract for fixing of two no clamps, fixing of tested and sealed meter in MCB, cutting of armoured/PVC cable & to provide the same in the meter through MCB, fixing of MCB glass, MCB lock setting & fixing etc. on each single phase / three phase tested energy meter in M&T Labs under DHBVN.

The brief particulars/description of work/bid are as follows:

TENDER DOCUMENTS FEE	Rs. 2000/-																																
DATE OF SALE OF TENDER DOCUMENTS	w.e.f. 04.08.2014 to 11.08.2014 upto 01:00 PM																																
LAST DATE OF RECEIPT OF TENDER	11.08.2014 upto 5:00 PM																																
DATE OF OPENING OF TENDER	12.08.2014 at 11:00 AM																																
	<table border="1"><thead><tr><th><u>Packages</u></th><th colspan="2">Tentative no of energy meters</th><th><u>EMD</u></th></tr><tr><td></td><th><u>S/Ph</u></th><th><u>Three/Ph</u></th><td></td></tr></thead><tbody><tr><td>A -M&T Lab Gurgaon</td><td>30,000</td><td>8,000</td><td>Rs 6,000</td></tr><tr><td>B -M&T Lab Faridabad</td><td>20,000</td><td>4,000</td><td>Rs 4,000</td></tr><tr><td>C -M&T Lab Hisar</td><td>50,000</td><td>6,000</td><td>Rs 8,000</td></tr><tr><td>D -M&T Lab Sirsa</td><td>25,000</td><td>6,000</td><td>Rs 5,000</td></tr><tr><td>E -M&T Lab Charkhi Dadri</td><td>30,000</td><td>8,000</td><td>Rs 6,000</td></tr><tr><td>Total</td><td>1,55,000</td><td>32,000</td><td>Rs 29,000</td></tr></tbody></table>	<u>Packages</u>	Tentative no of energy meters		<u>EMD</u>		<u>S/Ph</u>	<u>Three/Ph</u>		A -M&T Lab Gurgaon	30,000	8,000	Rs 6,000	B -M&T Lab Faridabad	20,000	4,000	Rs 4,000	C -M&T Lab Hisar	50,000	6,000	Rs 8,000	D -M&T Lab Sirsa	25,000	6,000	Rs 5,000	E -M&T Lab Charkhi Dadri	30,000	8,000	Rs 6,000	Total	1,55,000	32,000	Rs 29,000
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VALIDITY	90 days from the date of opening of bid.																																

The package wise quantity of single phase/three phase energy meters are tentative & may vary $\pm 25\%$.

1. The tender documents are available for sale in the office of SE, M&P Circle, DHBVN, Sarhaul More, Sec-18, Gurgaon. Tel. No. 0124-2430010.
2. The cost of the tender document is Rs. 2,000/- to be deposited in the shape of Demand Draft in favour of the Dy. General Manager, M&P Divn., DHBVN, Sarhaul More, Sec-18, Gurgaon. Tel no. 0124- 2340245 or in cash.
3. The tender documents along with detailed terms & conditions can also be downloaded which are available on Nigam's website www.dhbvn.com.

**Superintending Engineer,
M&P Circle DHBVN,
Gurgaon.**

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SECTION - I

INVITATION FOR BID

DAKSHIN HARYANA BIJLI VITRAN NIGAM

INVITATION FOR BIDS

(BID NO. 38/SE/M&P/NIT-51 dated 04.08.2014)

NAME OF WORK: ENGAGEMENT OF WELL ESTABLISHED, REPUTED AND EXPERIENCED FIRMS FOR CARRYING OUT THE WORK ON CONTRACT FOR FIXING OF TWO NO. CLAMPS, FIXING OF TESTED AND SEALED METER IN MCB, CUTTING OF ARMoured/PVC CABLE & TO PROVIDE THE SAME IN THE METER THROUGH MCB, FIXING OF MCB GLASS, MCB LOCK SETTING & FIXING ETC. ON EACH SINGLE PHASE / THREE PHASE TESTED ENERGY METER IN M&T LABS UNDER DHBVN.

PERIOD OF SALE OF BID DOCUMENTS	From 04.08.2014 to 11.08.2014 upto 01:00 PM
CLOSING DATE FOR SUBMISSION OF BID	11.08.2014 upto 5:00 P.M.
OPENING DATE OF BID	12.08.2014 at 11:00 A.M.
PLACE OF SUBMISSION OF BID	SE/M&P Circle, DHBVN, Gurgaon.
PLACE FOR OPENING OF BIDS	-Do-
OFFICE INVITING BIDS	-Do-

DAKSHIN HARYANA BIJLI VITRAN NIGAM

TENDER NOTICE

(BID NO. 38/SE/M&P/NIT-51 dated 04.08.2014)

Sealed tenders are invited from approved/well established, reputed and experienced firms for engagement for carrying out the work on contract for fixing of two no. clamps, fixing of tested and sealed meter in MCB, cutting of armoured/PVC cable & to provide the same in the meter through MCB, fixing of MCB glass, MCB lock setting & fixing etc. on each single phase / three phase tested energy meter in M&T Labs. under DHBVN.

- (i) Tender documents are available for sale in the office of the DGM/M&P Division, DHBVN, Sector-18, Sarhaul More, Gurgaon.
- (ii) Purchase of specification / tender documents is essential for participation. The Cost of tender documents is Rs.2000/- which is to be deposited in cash or through Demand Draft payable at Gurgaon in favour of DGM/M&P Division, DHBVN, Sector-18, Sarhaul More, Gurgaon.
- (iii) Detailed Terms and Conditions can be seen in the Tender Documents.
- (iv) The tender documents along with detailed terms and conditions can also be downloaded which are available on Nigam's web site www.dhbvn.com

**SE/M&P Circle, DHBVN, Sarhaul Mor,
Sector-18, Gurgaon
PHONE: 0124-2430010
FAX: 0124-2348069**

SECTION - II

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1. SCOPE OF BID

Dakshin Haryana Bijli Vitran Nigam Here-in-after called DHBVN intends to engage well established, reputed and experienced firms for carrying out the work of fixing of two no. clamps, fixing of tested and sealed meter in MCB, cutting of armoured /PVC cable and to provide the same in the meter through MCB, fixing of MCB glass, MCB lock setting & fixing etc on each single phase & three phase tested energy meters in various M&T Labs. under DHBVN i.e. Gurgaon, Faridabad, Hisar, Sirsa & Ch. Dadri.
The job shall be carried out at the headquarters of the M&T Labs.

2. QUALIFICATION OF THE BIDDER:

- 2.1 The bidder should be possessing 'A' Class (HT/LT) electrical license issued by electrical inspectorate of any State Govt. or Central Govt. and registered with DHBVN and is a qualified contractor and has adequate technical knowledge /practical experience to carry out the contract effectively. Bids shall include the following information:
- 2.2 The bidder should have adequate expertise in doing labour contract jobs successfully for atleast one or more power utilities in Haryana/ India.
- 2.3 The bidder should have annual turnover of not less than Rs. 1 crore in any one year of last 3 financial years with the aggregate turn over of minimum 2.5 crores in the last 3 financial years. Certified balance sheet for the same for last 3 financial years have to be submitted.
- 2.4 Copies of the original documents defining the constitution or the legal status, place of registration and principal place of business/work, written power of attorney of the signatory of the Bid to commit the Bidder.
- 2.5 Description of the resources available with him to carry out the proposed job.
- 2.6 Qualification and experience of key personnel proposed for carrying out the work.
- 2.7 Information regarding any litigation, current or during the last one year, in which the Bidder is involved, the parties concerned and the dispute and the disputed amount.

3. CLARIFICATION ON BID DOCUMENTS:

The prospective Agency may obtain any clarification regarding the bid document by writing or faxing to: SE/M&P Circle, DHBVN, Gurgaon.
The firm is advised in its own interest to examine the bid documents, instructions, forms, terms & general information before submission of bid. Failure to provide information, which is essential to evaluate the bid or to provide the timely clarification or substantiation of the information supplied or submission of bid not substantially responsive to the bid document may result in disqualification.

4. AMENDMENTS TO BID DOCUMENT:

At any time prior to the date for submission of bid as well as upto opening of bids, DHBVN may for any reason, whether of its own or by way of clarification given at the request of prospective bidder, modify the bid document by issue of amendment (s) which shall form part of it. The agenda shall be sent in writing to all the prospective bidders, who shall return one copy of it duly signed alongwith their bid. Extension in the due date, if considered necessary, may be made by DHBVN.

5. DEVIATION FROM BID DOCUMENTS:

The bid offer must include a separate statement indicating all deviation from the bid documents as per format enclosed at Section-VII as Annexure-'A'. All such deviations shall be clearly mentioned in deviation sheet. Unless the deviations from the bid documents are specifically mentioned, it will be understood and agreed that the proposal is in strict conformity to DHBVN's specifications in all respect and it will be assumed that all terms & conditions are acceptable to the bidder.

6. FILLING OF BIDS:

- 1) Bid shall be submitted in the forms attached hereto and all blanks in Section-V, VI and VII (Annexure-‘A’) of the specification shall be duly filled in. The complete Form & Annexures shall be considered as part contract documents in the case of successful bid.
- 2) No alteration should be made to Form of the tender specification and Annexure. The bid must comply entirely with the specification and alternative proposals, if any, shall be clearly stated in the covering letter.
- 3) The bid and all accompanying documents shall be in Hindi/English language and shall be signed by a responsible and authorised person. The name designation and authority of signatory shall be stated in the bid.
- 4) Tenders should be filled in only with ink or typed. No bid filled in by pencil or otherwise shall be considered.
- 5) All additions, alterations and over writings in the bid must be clearly initialed by the signatory to the bid.
- 6) The bidder should quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rate/prices shall be in words as well as figures. This must not contain any additions, alternation, overwriting, cuttings over corrections and any other marking, which leave any room for doubt.
- 7) The contract awarding authority will not be responsible to accept any cost involved in the preparation and submission of the bids.
- 8) Tenders shall be submitted in Two Parts. Part-I as Technical & Commercial Qualifications which shall consist of technical details and commercial terms and Part-II as price bid. The envelopes shall be properly sealed.
- 9) The purchaser/ authority reserves the right to reject any or all tenders received without assigning any reason.
- 10) The telegraphic or fax tenders are not acceptable.
- 11) The tenders shall be valid for 90 days from the date of opening.
- 12) The Purchaser reserves the right to increase and decrease the quantity by vary $\pm 25\%$
- 13) In case the date of opening of tenders happens to be holiday, the tenders will be opened on next working day.
- 14) The tenders without earnest money shall not be accepted.

The Contractor/Agency shall quote for suitable fees for the service payable as following:

- ✓ Contractor/Agency may quote for individual M&T Lab as per above mentioned packages.
- ✓ Contractor/Agency may quote for more than one M&T Lab as per above mentioned packages.

7. DOCUMENTS COMPRISING THE BID:

7.1 The bidder shall submit the following document/information with the bid.

- ❖ Covering letter.
- ❖ Power of Attorney
- ❖ Statement of deviations from the bid documents as per Section-VII (Annexure-‘A’).
- ❖ Details in format given in Section.
- ❖ Copy of the agreement between the bidder and his collaborators or associates, if any.
- ❖ Earnest Money
- ❖ Price schedule in Section-VI.
- ❖ Other details as called for in the bid documents or which the bidder may like to highlight.

7.2 **FORMAT AND SIGNING OF BID:**

The bidder shall submit one set of his bid, complete in all respect with enclosures. The bid shall be signed on each page.

The person or persons signing the bid shall initial all pages of the bid, including where entries or amendments have been made.

8. SUBMISSION OF THE BIDS:

8.1 The interested bidders may send their proposal on or before 11.08.2014 upto 05:00 PM.

8.2 The bid shall be submitted in the following manner:

- ❖ One Small Size envelope for proof of depositing the Earnest Money. This envelope shall be super scribed **“EARNEST MONEY AGAINST TENDER NO. Bid No.38/SE/M&P/NIT-51 dated 04.08.2014.**
- ❖ The Second envelope duly sealed and super scribed **“PRICE BID AGAINST TENDER NO.** as above. This envelope shall include submission of particulars of the bidder (Section-V), price schedule (Section-VI) and Section-VII (Annexure- ‘A’) as per requirement of specification.
- ❖ The Third big size sealed envelope for covering the sealed envelope of the EARNEST MONEY, and sealed envelope of the PRICE BID and super scribed **“BID OFFER AGAINST TENDER NO. as above TO BE OPENED AT 11:00 AM ON 12.08.2014.**

8.3 Telegraphic quotations and also through Fax/ email will not be accepted.

9. BID VALIDITY:

Bid shall remain valid for acceptance for a period of 90 (Ninety) days from the date of bid opening. DHBVN may request for suitable extension, if required.

10. EARNEST MONEY:

10.1 Before submitting the offer the tenderer shall furnish an earnest money of requisite amount as under in the shape of Bank Draft payable in the name of DGM/M&P DHBVN, Gurgaon in a separate sealed cover.

1.	M&T Lab Gurgaon.	6,000
2.	M&T Lab Faridabad	4,000
3.	M&T Lab Hisar	8,000
4.	M&T Lab Sirsa	5,000
5.	M&T Lab Ch. Dadri (Bhiwani)	6,000

10.2 Any tender not accompanied by earnest money/crossed Bank Draft shall be rejected and the tender will not be opened.

10.3 In case of unsuccessful tenderers, the Earnest Money will be refundable after finalization of the tender. In case of successful tenderers, the Earnest Money will be converted into the Security Deposit as referred in the Clause-3 of Section-III.

10.4 Request for adjustments/proposals for acceptance of Earnest Money deposits, if any, already lying with DHBVN in connection with some other tenders/orders shall not be entertained.

10.5 No interest shall be payable on the amount of Earnest Money deposited with DHBVN.

10.6 DHBVN reserves the right to forfeit Earnest Money Deposit in full or a part thereof in circumstances, which according to him indicate that the tenderer is not earnest in accepting/executing order placed under the specification.

11. COST OF SPECIFICATION:

Purchase of specification is essential for participation. The specification containing terms & conditions and other information can be obtained from the office of the DGM/M&P Division, DHBVN, Sec-18, Sarhaul More, Gurgaon, on any working day by paying Rs.2000/- (Non-refundable) in cash or Bank Draft payable at Gurgaon in favour of DGM/M&P Division, DHBVN, Sec-18, Sarhaul More, Gurgaon.

12. LATE BIDS:

Any bid received after the dead line for submission shall be liable for rejection.

13. BID OPENING AND EVALUATION:

DHBVN will open the bids in the office of SE/M&P Circle DHBVN, Gurgaon in the presence of bidders or their authorised representatives, who choose to be present. If the opening date happens to be a holiday, the bids will be opened on the next working day at the same place and time, unless notified otherwise.

14. REJECTION OF BID:

DHBVN reserves the right to reject or accept any Bid without assigning any reason thereof. However, the bid as under shall not be accepted and such bids shall be rejected, if received: -

- i) Incomplete bid in view of clauses inserted in the bid documents, without proper chain marking of each page and non submission of required / supporting documents shall not be accepted and such bids shall be rejected after opening of Part- 'A' without assigning any reasons.
- ii) Bid submitted by the tenderers/firms/agencies, who have been black listed or with whom business dealing have been suspended by any of the State Electricity Boards/Electrical Undertakings. The bidder shall have to submit an undertaking in this regard.
- iii) The offer/bid submitted by those who had not purchased the bid specification from DHBVN.
- iv) The bid submitted by a person directly or indirectly connected with the service under Government/ Local Authority/DHBVN.
- v) The bid not accompanied by the specified amount of earnest money.
- vi) The bid received after due date and time fixed for receiving the bid.

All out efforts would be made to make the payment within the prescribed period but in case of delay of payment DHBVN shall not be liable to pay interest on the outstanding amount of the firm.

15. CLARIFICATION OR MODIFICATION OF BIDS:

To assist in examination, evaluation and comparison of bids, DHBVN may ask the Bidders individually for clarification in writing. No change in the substances of the bid shall be permitted except as required to confirm the correction of any typographical error.

16. AWARD CRITERIA:

DHBVN will award the contract for each M&T Lab to the successful Bidder whose Bid is determined to be substantially responsive and is determined as the lowest evaluated Bid.

Provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. DHBVN shall be sole judge in this regard.

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

17. NOTIFICATION OF AWARD:

Prior to the expiration of the period of Bid validity and extended validity period, if any, DHBVN will notify the successful bidder in writing by registered letter or by cable or Telex or Fax, to be confirmed in writing by registered letter, that its Bid has been accepted.

The issue of detailed work order and its acceptance will constitute the formation of award.

DHBVN will promptly notify each unsuccessful Bidder and will discharge his earnest money.

18. GENERAL:

In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretations as may be advantageous to DHBVN may be taken, if satisfactory clarification is not furnished within the prescribed period.

DHBVN will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or delivery of bids.

DHBVN reserves the right to amend the scope of the proposed contract, reject or

accept any bid, cancel the bid process and reject all applications, vary the area. DHBVN shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of the above actions.

SECTION –III

TERMS AND CONDITIONS OF THE CONTRACT

- | SR. NO. | DESCRIPTION |
|----------------|--|
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| 22. | BLACKLISTING OF THE FIRMS |

Terms and conditions of the contract

The terms and conditions of the contract shall prevail and shall be binding on the firms and any change or variation expressed or impressed howsoever made shall be inoperative unless expressly approved by DHBVN. The firm shall be deemed to have fully informed himself and to have specific knowledge of the provisions of Terms and Conditions of the contract mentioned hereunder: -

- 1. PERIOD OF CONTRACT:** The contract shall be made for a period of one year which can be extendable for a further such period/periods with mutual consent of both parties and on the basis of performance shown by the firm. The performance of the firm shall be watched regularly and continuously by the concerned DGM/M&P Divn. The assessment of the concerned SE/M&P regarding satisfactory performance shall be final without any scope of challenging such assessment. The contract or the awarded work may be rescinded at any time if the performance regarding achievement of the objective and scope of work is not found satisfactory or the firm commits breach of any of the terms and conditions of the contract. No compensation shall be payable in case the contractor the work awarded is rescinded on account of non performance/unsatisfactory performance. The DHBVN may advise the firm for improvement in case the performance made by the agency is not considered as satisfactory or upto the mark.
- 2. COMMENCEMENT OF WORK:** The commencement of the work shall take place immediately after the acceptance of the work order by the firm.
- 3. SECURITY DEPOSIT/GUARNTTEE:** A Security Deposit/Guarantee of amount Rs. @ 10% of contract value shall be deposited by the successful bidder with DHBVN in the form of Bank Guarantee from Nationalised/scheduled Bank on non-judicial stamp papers of Rs. 100/- in the prescribed format addressed to the Superintending Engineer/M&P Circle, DHBVN, Gurgaon for faithful execution of contract within 7 days of receipt of the letter of Intent [LOI]/ Detailed Work order whichever is earlier. The Bank Guarantee is to remain valid for a period of three months from the date of completion of the contract in the first instance and may have to be extended if desired.

 - (i) The issue of Work Order/Contract will be withheld by the concerned authority till the receipt of performance bank guarantee or DD in lieu of performance security.
 - (ii) Penalty @ 0.35% per week or part thereof of the value of BG would be charged from due date of submission, till the BG or DD in lieu of BG is submitted by the firm.
 - (iii) In case the performance bank guarantee or DD in lieu of performance security is not submitted within 45 days from the date of issue of LOA or the date if any stipulated by the DHBVN authority, the Nigam reserve the right to cancel the LOA and initiate the action for allotment to L-2 firm.

On acceptance of the security deposit and signing of agreement, the commencement of work etc. will be within 15 days from detailed Work order.
- 4. RULE AND REGULATIONS:** The assigned job shall be carried out under the rules and regulations of DHBVN in force and further guidelines/instructions issued by the DHBVN from time to time in this regard. The DHBVN shall also have the right to modify such instructions/guidelines and the firm shall abide by such instructions/guidelines without any extra charges unless and otherwise specifically agreed for such extra charges.
- 5. COMPLIANCE OF LAW:** The firm shall, in all matters arising in the performance of the contract, comply in all respects, will 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 law in force in India including any such laws passed or made or coming into force during the period of the contract.

The firm shall be responsible for carrying out of all of its activities within the rules and laws in force. DHBVN shall not be responsible for any of the unlawful activity committed by the firm / the staff of the firm. The firm shall be liable for and shall indemnify DHBVN against all losses, expenses or claim arising in connection with any unlawful activity committed by any person employed by the firm for the purpose of assigned job.

6. **ACCIDENTS:** The firm shall be liable for and shall indemnify DHBVN against all losses, expenses or claim arising in connection with the death or injury to any person employed by the firm for the purpose of assigned job.
7. **RESPONSIBILITY FOR MATERIAL /EQUIPMENTS:** The firm shall be fully responsible for upkeep, maintenance and safety of the material/equipment supplied by the DHBVN. The firm shall also be responsible to make the loss good if suffered by DHBVN, due to act of the firm.
8. **CONDUCT OF STAFF OF FIRM:** If any of the staff of firm is found guilty of any misconduct or incompetence or negligence and then if so directed by the DHBVN, the firm shall at once remove such employee and replace him with a qualified and competent substitute.
9. **CONTRACT AGREEMENT:** The firm and DHBVN will enter into an agreement to be known as “Contract Agreement” setting out all terms and conditions thereof including those mentioned herewith.
10. **PAYMENT:** Completion of contractual formalities by the firm would be an essential requirement for claiming any payment. The firm shall be entitled to get payment as under: -
The payment shall be made 30th days after submission of monthly invoice & after completing all requisite formalities by the concerned DGM/M&P
Further a rebate of 0.35 percent per week or part thereof shall be availed of by the Nigam if payment is made earlier than the period specified. The rebate will be calculated on the payable amount.
11. **COMPLETION OF WORK AND PENALTY FOR UNATTENDED PART OF WORK:**
In case of failure to complete the work as per scope of work, penalty @ 5% of the fees payable for each work shall be imposed and recovery shall be effected from the bill (s) payable to the firm or from the security deposited by the firm.
In addition to above, in the event of breach of any terms and conditions by the firm/contractor and not complete the work within the contract period the concerned authority of Nigam i.e. SE/M&P Circle, DHBVN, Gurgaon can terminate the contract in whole or in part without notice to the agency at any stage and the contractor/firm shall have no claim whatsoever on the authority / DHBVN on this account. Performance security (cash/BG) submitted by the firm shall be forfeited. Apart from this, it shall be lawful for the Nigam to retain any balance which may otherwise be due by him to the firm on any account and apply the same towards the execution of the whole of balance of the work which may be re-contracted at a reasonable price with any person(s) or L-2. If no such balance is due by him to the firm/agency or if due, is not sufficient to cover the amount thus recoverable from the agency, it shall be lawful for the Nigam to recover the whole or the balance of the amount from the contractor/agency by action at law or otherwise. The remedy under this clause will be in addition to and without prejudice to right available to the Nigam under other clause of these terms and conditions.
12. **RECOVERY OF THE LOSS SUSTAINED DUE TO FRAUD/ EMBZZLEMENT/ MISAPPROPRIATION OR NEGLIGENCE BY THE EMPLOYEES OF FIRM.**
In case any loss is sustained to the DHBVN due to fraud/embezzlement/

misappropriation committed by the employees of the firm which could have been detected during the normal course of work but remains undetected, the firm shall be liable to pay the same to DHBVN.

13. **ALTERNATION/ADDITION:** No variation or modification or waiver of any of the terms and conditions or provisions of the contract shall be deemed valid unless mutually agreed upon in writing by both parties i.e. DHBVN and firm.
14. **ACCEPTANCE OF CONTRACT:** The successful bidder will be forwarded two sets of Work Order one of which will be signed on each page by the authorised signatory of Bidder in token of acceptance of contract and shall be returned to the authority placing the order within 15 days of its issue failing which the Earnest Money Deposit shall liable to be forfeited.
15. **FALL BACK ARRANGEMENTS:** In the event of the failure of the firm to fulfill its obligations, duties and responsibilities as per the contract, DHBVN shall have the right at any time to resort to fall back arrangement. Under this plan, DHBVN shall take charge of all facilities and systems whether in operation or under execution, after giving suitable notice and can recover from the security deposit the losses suffered due to such failure. If the security deposit is un-sufficient, the firm shall have to pay the difference to DHBVN failing which DHBVN will have the right to recover the same through legal or other means. In such circumstances the DHBVN after taking the charge as above, shall have the right to manage the system itself or through any other firm as it may deem fit and no claim of firm for compensation in this respect shall be entertained.
16. **HANDING OVER ON TERMINATION:** Immediately after termination of the contract agreement the firm will cooperate in handing over back all the facilities and material in good working order to DHBVN. Upon termination of the contract/agreement, the authority of the Agency to act as Agent of DHBVN in the area shall immediately cease.
17. **GOVERNING LAW AND JURISDICTION:** The agreement shall be governed under Indian law. Only appropriate courts in Gurgaon shall have exclusive court jurisdiction to deal with any matter arising out of or relating to the agreement or otherwise.
18. **LIEN:** In case of any lien or claim pertaining to the work and responsibility of the firm for which DHBVN might have been made liable, the DHBVN shall have the right to recover such claim amount from the firm.
19. **CORRUPT OR FRAUDULENT PRACTICES**
The Nigam requires that Tenderers/ Contractors observe the highest standard of ethics during the execution of Nigam contracts. In pursuance of this policy, the Nigam:-
 - (a) defines, for the purposes of this provision, the terms set forth as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the contract execution: and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Nigam, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive the Nigam of the benefits of free and open competition;
 - (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Nigam contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Nigam contract.
20. **SETTLEMENT OF DISPUTES**

If any dispute or difference of any kind whatsoever will arise between the tenderes & DHBVN arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the authority or the tenders may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of the matter may be commenced unless such notice is given.

21. ARBITRATION

All matter questions, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to the Contract whether or not obligations of either or both parties under the contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the arbitration which shall be conducted by an arbitrator, (arbitrator to be approved by the M.D. DHBVN or authority of the Nigam authorised for the purpose by the Nigam)

The decision of the arbitrator shall be final and binding upon the parties.

The parties to the contract agree that the cost of arbitration shall be as per instructions of the Nigam issued/prevalent on the date of appointment of arbitrator. The arbitrator may, from time to time, with the consent of the parties enlarge the time for making the award.

The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Engineer in consonance with the Contract, and neither party shall be limited in the proceedings before such arbitrator to the evidence or arguments put before the Engineer for the purpose of obtaining the said decision.

The objection that the Arbitrator has to deal with the matters to which the Contract relates in the course of his duties or he has expressed his views on any or all of the matters in dispute of difference, shall not be considered as a valid-objection.

Subject to aforementioned provisions, the provisions of the Arbitration and conciliation Act, 1996 and the Rules there under any statutory modifications thereof for the time being inforce, shall be deemed to apply to the Arbitration proceedings under the clause.

Where the value of the Contract is Rs. One Crore and below, the disputes or differences arising will be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties;

Notwithstanding any reference to arbitration herein,

The parties will continue to perform their respective obligations under the Contract unless they otherwise agree; and

22. BLACKLISTING OF THE FIRMS:

As the work order becomes a valid contract between the DHBVN and the agency 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 agency should be summarily rejected, making it clear to complete the work strictly in accordance with the terms and conditions of the contract. It should be noted that such a liability can be enforced on the agency only if the work order does not contain any term or condition contrary to what had been quoted in the firm's tender. Once this is ensured, any attempt by the firm 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 firm 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.

Place : Signature of the tenderer or authorized person of firm.
Date :

Section-IV

Scope of work

To carry out the work on contract for fixing of two no. clamps, fixing of tested & sealed meter in MCB, cutting of armoured/PVC cable & to provide the same in the meter through MCB, fixing of MCB glass, MCB lock setting & fixing etc. on each single phase / three phase tested energy meter in M&T Labs under DHBVN. The detail of tentative no. of single phase/three phase energy meters for packages A to E is as under:-

<u>Packages</u>	Tentative no. of energy meters	
	S/Phase	Three/Phase
A -M&T Lab, Gurgaon	30,000	8,000
B -M&T Lab, Faridabad	20,000	4,000
C -M&T Lab, Hisar	50,000	6,000
D -M&T Lab, Sirsa	25,000	6,000
E -M&T Lab, Charkhi Dadri (Bhiwani)	30,000	8,000
Total	1,55,000	32,000

The quantity of single phase/three phase energy meters are tentative & may vary $\pm 25\%$.

SECTION – V

PARTICULARS OF THE BIDDER

1.	Name of the firm	
2.	Postal address	
3.	Telephone No.	
4.	Fax No.	
5.	Email	
6.	Type of organization: (Tick <input checked="" type="checkbox"/>)	<input type="checkbox"/> Sole contractor/agency <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture
7.	Date of commencement of business.	
8.	Name of contractor/firm their detail Bio-data.	Page _____ to _____ page
9.	Details of office /Controlling office and other infrastructure available.	Page _____ to _____ page
10.	Detailed organizational structure with background of key personnel.	Page _____ to _____ page
11.	Type of service being offered	Page _____ to _____ page
12.	List of clients' alongwith their addresses and contact telephone if any. Fax Nos. and type of services offered and/or being offered to them. a) Electricity Companies/ Board. b) Others.	Page _____ to _____ page Page _____ to _____ page
13.	Details of Empanelment accreditation if any Electricity Board/Companies/ other Client alongwith empanelment/ accreditation letter.	Page _____ to _____ page
14.	Balance sheet and P&L Accounts of past two financial years.	Page _____ to _____ page
15.	Letters/certificates for successful completion of work if any from Electricity Companies/Board/other.	Page _____ to _____ page
16.	Details of any collaboration/ tie up with Indian/Overseas Agency/Organization.	Page _____ to _____ page
17.	Any other additional information/certificate.	Page _____ to _____ page
18	Detail of skilled personnel	
Sr. No.	Designation	No. of employees

SECTION-VI

PRICE SCHEDULE

Sr. No.	Name of work	Price quoted for all activities per meter in Rs. including all taxes/charges
1	For carrying out the work of fixing of two no. clamps, fixing of tested and sealed meter in MCB, cutting of armoured/PVC cable and to provide the same in the meter through MCB, fixing of MCB glass, MCB lock setting & fixing etc. on each single phase /three phase tested energy meters in various M&T Labs under DHBVN as per packages A to E.	Pack S/Phase Three -age phase A Rs._____ Rs._____ B Rs._____ Rs._____ C Rs._____ Rs._____ D Rs._____ Rs._____ E Rs._____ Rs._____

Signature of Tenderer

Name:
Address:

Section-VII

Annexure-A

Sr. No.	Section No. of the bid document	Reference of clause No.	Deviation proposed

**Authorised Signatory
(Seal/Rubber Stamp)**