

**Dakshin Haryana Bijli Vitran Nigam**  
**O/O Chief Engineer/ Smart City Project, DHBVN, Gurgaon**  
**NIT no: TSGP-02/ 2016-17**

**AMENDMENT No - 1**

**A. Bid Documents Vol-I:**

(I) Amendment in Terms and conditions: Following are the amendments made in the tender documents of the NIT no TSGP-02/ 2016-17

<b>Sr No</b>	<b>Clause / Ref No.</b>	<b>Existing provision</b>	<b>Amended provision</b>
1.	IFB Sr No.- 28; ITB Cl No.- 2.6 (I)	The firm /bidders should have completed all the turnkey works in the utility issued on or before 31.12.2011 by DHBVN.	The firm /bidders should have completed all the turnkey works in the utility issued on or before <b>31.12.2015</b> by DHBVN <b>in all the cases where the scheduled completion period of the awarded work is also over on the above date as per the work order.</b>
2	CoC Cl No.- 25	<b>Clause 25 Section III Vol-I: Completion</b> <b>Time for Completion:</b> The infrastructure work shall be completed and shall have passed the Tests on completion within <b>18 (eighteen)</b> months from the date of issue of Letter of Intent (LOI). <Rest of clause is unchanged.>	<b>Clause 25 Section III Vol-I: Completion</b> <b>Time for Completion:</b> The infrastructure work shall be completed and shall have passed the Tests on completion within <b>24 (twenty four)</b> months from the date of issue of Letter of Intent (LOI). <Rest of clause is unchanged.>
3	ITB Cl No.-1.1 Sr No 2	<b>Laying of 11 kV and LT underground cables power system:</b> ... The contractor will lay the underground power cable in such a fashion that no straight through joints are required and only end terminations joints are required, however in exceptional circumstances straight through joints may be allowed by Engineer in charge, <b>for which the</b>	<b>Laying of 11 kV and LT underground cables power system:</b> ... The contractor will lay the underground power cable in such a fashion that no straight through joints are required and only end terminations joints are required, however in exceptional circumstances <b>such as where length of line is more than the standard cable length in drum then straight through joints may be allowed after obtaining approval from Engineer in charge.</b>

		<b>contractor has to bear the cost of straight through joints</b>	<b>The cost of straight through joint shall be as given in the estimated price schedule with the tender documents.</b>
4	ITB Cl No.- 1.1 Sr No 4	<b>Scope Activities:</b> ...The contractor will intimate in writing to CE/Smart City Project, Gurgaon regarding when he is starting the work under the project. Under no circumstances will the contractor undertake the work of smart grid project without the prior <b><u>intimation to the CE/Smart city project and subsequent permission...</u></b>	<b>Scope Activities:</b> ...The contractor will intimate in writing to CE/Smart City Project, Gurgaon regarding when he is starting the work under the project. Under no circumstances will the contractor undertake the work of smart grid project without the prior <b><u>intimation and permission of CE/Smart city project ...</u></b>
5	ITB Cl No.- 29.3	Further, the DHBVN reserves the right to award separate Contracts to two or more parties in line with the terms and conditions specified in the tender Documents.	Deleted.
6	Note under Schedule-II Part-2	In case of reduction of taxes,the payment will be made with the reduced rate of taxes.However,in case of increasing of taxes,the payment will be made on the basis of total rates quoted by successful bidder under Schedule-I.The merit will be decided on the basis of total price quoted by the successful bidders for supply of equipment/material and erection charges of erection and dismantlement for Tender Enquiry No. TSGP-02/2016-17,including taxes,duties,levies,freight and insurance inder schedule-I	In case of <b>increase/ reduction of taxes, the payment will be made with the increased/reduced rate</b> of taxes on the basis of total rates quoted by successful bidder under Schedule-I. The merit will be decided on the basis of total price quoted by the successful bidders for supply of equipment/material and erection charges of erection and dismantlement for Tender Enquiry No. TSGP-02/2016-17,including taxes, duties, levies, freight and insurance under schedule-I.
7	ITB Cl No.-1.1 Sr No. 10	<b>Integration with DHBVN R-APDRP system:</b> DHBVN has implemented the part-A of RAPDRP in Gurgaon city under which various modules have been provided by the RAPDRP contractor. The GIS mapping of	<b>Updation of GIS system developed in DHBVN under R-APDRP:</b> DHBVN has implemented the Part-A of RAPDRP in Gurgaon city under which various S/W modules have been deployed by the IT Implementation agency. The existing electrical infrastructure (Primary

		<p>the electrical infrastructure has been carried out and has been integrated with the consumer data. Any changes in the existing infrastructure</p> <p>is to be incorporated in the GIS module of RAPDRP. As under the Smart Grid Project of Gurgaon city, the existing overhead infrastructure is to be replaced with underground infrastructure right up to the consumer meter apart from providing additional distribution transformer, RMU, LT feeder panels to ensure 100% redundancy at each level for which the contractor will carry out the DGPS GIS survey of the newly erected infrastructure and consumer indexing, on the approved format, and which will be checked/ validated by DHBVN to the 100% accuracy limit and to hand over the same to DHBVN to integrate with the existing RAPDRP system</p> <p>Delta changes in infrastructure (other than the project being implemented) during the course of the execution and during the period of O&amp;M will be communicated to the contractor to carry out the DGPS survey and to hand over the same to DHBVN to integrate with existing RAPDRP. However during the O&amp;M period any change in the consumer indexing will be taken care by DHBVN himself.</p>	<p>&amp; Secondary) has been digitized (Using AM &amp; CI activities) over the GIS system (ESRI) and the GIS system has been integrated with the other system applications deployed under R-APDRP. Any changes in the existing infrastructure is being incorporated in the R-APDRP GIS system through a third party under the direct supervision of DHBVN.</p> <p>As under the Smart Grid Project of Gurgaon city, the existing overhead infrastructure is to be replaced with underground infrastructure right up to the consumer meter apart from providing additional distribution transformer, RMU, LT feeder panels to ensure 100% redundancy at each level for which the contractor will carry out the AM activities using DGPS based GIS survey of the newly erected infrastructure and consumer indexing activities (on the desired format), which will be validated for 100% accuracy by DHBVN on sample basis &amp; further update the existing system of GIS accordingly to the entire satisfaction of DHBVN. For GIS system updation, the contractor shall deploy required qualified and trained resources for field activities (AM/CI) along with GIS SME (subject matter expert) for back office work. The required editing rights for GIS shall be provided by DHBVN to the designated GIS subject matter expert. Delta changes in the system (other than the project being implemented) during the course of the execution and during the period of O&amp;M will also be communicated to the contractor to carry out the DGPS survey and GIS system updation as per the delta changes</p>
8	ITB CI	<b>Integration with AMI</b>	<b>Advanced Metering Infrastructure</b>

	No.-1.1 Sr No. 12	<p><b>(mandatory in the scope of contractor but not linked with the execution schedule of the project work upto the time of support services period):</b></p> <p>The Advance Metering Infrastructure (AMI) is proposed to be implemented in the project area covering approximately 30000 consumers of various categories covered under phase I of the smart grid project shall be covered .... &lt;complete clause&gt;</p> <p>.</p>	<p><b>(AMI) (not under the scope of contractor):-</b></p> <p>DHBVN is implementing AMI in the utility including all the connections under Phase-I of the project for which Data Centre is proposed at Hisar.The AMI data is available at data centre at Hisar will be shared with proposed SCADA control room at Gurgaon.</p>
9	ITB Cl No.-1.1 Sr No. 13	<p><b>Connectivity of optic fibre cable with proposed electrical infrastructure system i.e. - SCADA compatible electrical equipments.</b></p> <p>Metal free and armored optical fibre cables are added in the Bill of Quantity, whereas the required accessories like fibre optic cord panels, racks, jacks, connectors, accessories for assembly etc., as per site requirement, are not defined separately. The same will be in the scope of the bidder to ensure proper connectivity from various locations i.e RMU etc. Firm to ensure two way communication through optical fibre cable up to SCADA control room for which the work is being awarded separately.</p>	<p><b>Connectivity of optic fibre cable with proposed electrical infrastructure system i.e. -SCADA compatible electrical equipments.</b></p> <p>Metal free and armored optical fibre cables are added in the Bill of Quantity, whereas the required accessories like fibre optic cord panels, racks, jacks, connectors, accessories for assembly etc., as per site requirement, are not defined separately. The same will be in the scope of the bidder to ensure proper connectivity from various locations i.e RMU etc. Firm to ensure two way communication through optical fibre cable up to SCADA control room for which the work is being awarded separately.</p> <p><b>The connectors and other accessories which are open to air-sky/ under the ground shall be of type tested for IP 67 ingress protection class. Other accessories which are to be housed inside the closed containers shall also be type tested for minimum IP 54 protection class. The test report shall be</b></p>

			<b>submitted to DHBVN for approval</b>
10	ITB Cl No.-1.1 Sr No. 15	<b>Miscellaneous:</b>	<p>&lt;The following bullet points are added&gt;</p> <ul style="list-style-type: none"> <li>• The project shall be considered as completed when all the activities as given under clause 1 of the Section-II vol-I of the tender documents have been completed. There may be a situation that commissioning of the HVPN substations is delayed and therefore not in sync with the completion of the present project, in that case all the activities under the scope be completed and the contractor shall test and commission the newly laid system through the existing substations at no extra cost and the project shall be considered as completed. However during the O&amp;M period whenever the HVPN substations become available for feeding then the contractor shall complete the work from the new substations with the newly laid system at no extra cost.</li> <li>• For meter installed on the DT side under current project, it is in the scope of the contractor to provide meter data at control center as per the data format specified in the meter specifications by using existing communication infrastructure proposed in the contract. Contractor shall also facilitate integration of DT meter data with the Meter Data Management (MDM) to be established under separate project of AMI.</li> <li>• All the field equipments i.e. RMU, FRTU, Optical Fibre Network, LT feeder panels which shall be an integral part of SCADA system, it will be in the scope of the contractor to facilitate the integration of all the field devices with SCADA and ensure the availability of the field data in the SCADA system. The</li> </ul>

			implementation of SCADA is not a part of this tender but the same is going to be implemented separately through a separate tender.
11	IFB Sr No.- 24; ITB Cl No.- 2	<p><b>Pre-Qualification Requirement:</b>  <b>Indian <u>bidder/ firm</u>:</b> The prospective bidder must be a company registered in India with principal place of business in India and should be a reputed Infrastructure contractor who regularly undertakes electrical turnkey projects and has adequate technical knowledge and practical experience OR an existing Indian power utility/ distribution franchisee who is in the business of transmission / sale of electricity in India.</p> <p><b>Foreign firm:</b> A foreign firm which wishes to participate in the bid should have an established base in India. The firm can only participate in the tender by entering into Joint Venture with an Indian firm as a partner and not as lead partner. The foreign firm should also be a company and should have successfully executed distribution/ transmission turnkey projects in India during the last three years either individually or in Joint venture with an Indian firm. The foreign Bidder must have its registered office (Under the companies Act 1956 with Registrar of Companies) in India.</p>	<p><b>Pre-Qualification Requirement:</b>  <b>Indian <u>bidder</u>:</b> The prospective bidder must be a company registered in India <b><u>or a public/private limited Indian firm</u></b> with principal place of business in India and should be a reputed Infrastructure contractor who regularly undertakes electrical turnkey projects and has adequate technical knowledge and practical experience OR an existing Indian power utility/ distribution franchisee who is in the business of transmission / sale of electricity in India.</p> <p><b>Foreign firm:</b> A foreign firm which wishes to participate in the bid should have an established base in India. The <b><u>foreign</u></b> firm can only participate in the tender by entering into Joint Venture with an Indian firm as a partner and not as lead partner. The foreign firm should also be a company and should have successfully executed distribution/ transmission turnkey projects in India during the last three years either individually or in Joint venture with an Indian firm. The foreign Bidder must have its registered office (Under the companies Act 1956 with Registrar of Companies) in India.</p>
12	IFB Sr No.- 30; ITB Cl No.-	Only those firms who have not been blacklisted by <b><u>DHBVN / UHBVNL</u></b> or any State / Central Govt. or any of its agency on the	Only those firms who have not been <b><u>debarred/</u></b> blacklisted by <b><u>any power utility</u></b> or any State / Central Govt. or any of its agency on the date of issuance of

	2.6 (h)	<p>date of issuance of NIT shall be entitled to submit the tenders. The firm shall submit an affidavit of non –blacklisting on the non-judicial stamp paper of the appropriate value attested by Notary public.</p> <p>The declaration by the firm that it is not blacklisted by any <b><u>State Govt. or Agency</u></b> and shall be liable for the consequences of wrong declaration. The bidder should submit along with the Bid no blacklisting certificate for the past three years.</p>	<p>NIT shall be entitled to submit the tenders. The firm shall submit an affidavit of non –blacklisting/<b><u>debaring</u></b> on the non-judicial stamp paper of the appropriate value attested by Notary public.</p> <p>The declaration by the firm that it is not blacklisted /<b><u>debarred</u></b> by any power utility, <b><u>State /central Govt and its Agency etc</u></b> and shall be liable for the consequences of wrong declaration. The bidder should submit along with the Bid no blacklisting certificate for the past three years.</p>
13	ITB CI No.- 2.6 (j)	<p><b>Ownership Change:</b> The Bidder shall be financially sound and must not be anticipating any ownership..... to grant permission for such change in ownership / take over and if allowed by the Nigam for ownership change, the new company shall own all responsibilities and liabilities under the contract and the old firm should not be blacklisted by any state/centre government or any of its agency</p>	<p><b>Ownership Change:</b> The Bidder shall be financially sound and must not be anticipating any ownership ..... to grant permission for such change in ownership / take over <b><u>on such terms as it may deem fit</u></b> and if allowed by the Nigam for ownership change, the new company shall own all responsibilities and liabilities under the contract and the old firm should not be blacklisted by any state/centre government or any of its agency.</p>
14	ITB CI No.- 4	<p><b>One Bid per Bidder:</b> Each tenderer (prospective bidder) shall submit only one tender <b><u>by himself</u></b> against NIT. A tenderer who submits or participates in more than one tender against the NIT will be disqualified.</p>	<p><b>One Bid per Bidder:</b> Each tenderer (prospective bidder) shall submit only one tender against NIT. A tenderer who submits or participates in more than one tender against the NIT will be disqualified.</p>
15	ITB CI	<b>Amendment for Bidding</b>	<b>Amendment for Bidding Documents:</b>

	No.- 7.3	<p><b>Documents:</b></p> <p>The amendment will be notified through Corrigendum uploaded in the websites of DHBVN and <a href="https://dhbvn1.haryanaeprocurement.gov.in">https://dhbvn1.haryanaeprocurement.gov.in</a>. DHBVN will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.</p>	<p>The amendment will <b>also</b> be notified through Corrigendum uploaded in the websites of DHBVN and <a href="https://dhbvn1.haryanaeprocurement.gov.in">https://dhbvn1.haryanaeprocurement.gov.in</a>. DHBVN will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.</p>
16	ITB CI No.- 12.3	<p><b>Bid Price:</b></p> <p>...</p> <p>The bidder shall complete the bid form and shall appropriate the price and other schedules furnished in the bidding documents, indicating the supplies and the services to be provided.</p> <p>...</p>	<p><b>Bid Price:</b></p> <p>...</p> <p><b>Deleted</b></p> <p>...</p>
17	ITB CI No.- 12.4	<p><b>Bid Price:</b></p> <p>...</p> <p>All prices quoted by the Bidder shall be 'FIRM' during the performance of the Contract and shall not be subject to variation on any account, for all intents and purposes except cables. The price variation shall be allowed on HT/ LT XLPE cables and Distribution Transformers as per IEEMA circulars with base date of 01.03.2016, but within the scheduled completion period, only. For claiming price variation, the bidder should <b>submit the relevant IEEMA circulars along-with claim applicable for price variation of cables</b>. The breakup of prices of these materials shall be given by the bidders. The relevant- IEEMA formula attached.</p>	<p><b>Bid Price:</b></p> <p>...</p> <p>All prices quoted by the Bidder shall be 'FIRM' during the performance of the Contract and shall not be subject to variation on any account, for all intents and purposes except cables <b>and distribution transformers</b>. The price variation shall be allowed on HT/ LT XLPE cables and Distribution Transformers as per IEEMA circulars with base date of 01.03.2016, but within the scheduled completion period, only. For claiming price variation, the bidder should <b>refer the circulars provided in this documents for submitting the claim applicable for price variation of cables and distribution transformers</b>. The breakup of prices of these materials shall be given by the bidders. The relevant- IEEMA formula attached.</p>

18	ITB CI No.- 1.1 (Import ant Notes) Sr No vii; CI No.- 14.5	The separate work order in respect of supply, <b><u>erection and civil works</u></b> shall be issued by the Nigam.  CI 14.5- Separate work orders in respect of supply and erection shall be issued by the Nigam against <b><u>various bids</u></b> .	The separate work order in respect of supply and <b><u>erection (including civil and street light works)</u></b> shall be issued by the Nigam.  CI 14.5- Separate work orders in respect of supply and erection shall be issued by the Nigam against <b><u>bid</u></b> .
19	ITB CI No.- 15.6 (a)	If the bidder withdraws / modifies its bid during the period of bid validity specified by the bidder in the tender; or	If the bidder withdraws/ modifies its bid during the period of bid validity specified by the bidder in the tender; <b><u>Or</u></b> <b><u>(f) If the information in the bid or any document is found to false/ fake/ wrong.</u></b>
20	ITB CI No.- 15.7	The EMD shall be submitted along with the bid in separate sealed envelope and also photocopy thereof to be attached with the bids. Any bid not accompanied by the required in accordance with provisions of this clause will be rejected and shall not be opened.	The EMD shall be submitted along with the bid in separate sealed envelope and also photocopy thereof to be attached with the bids. Any bid not accompanied by the required <b><u>EMD</u></b> in accordance with provisions of this clause will be rejected and shall not be opened.
21	ITB CI No.- 32.3	Upon the successful bidder's furnishing of performance guarantee pursuant to clause- <b><u>34</u></b> , the owner will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to clause- <b><u>14</u></b> .	Upon the successful bidder's furnishing of performance guarantee pursuant to clause- <b><u>33</u></b> , the owner will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to clause- <b><u>15</u></b> .
22	IFB Sr No.- 22; ITB CI No.- 38	<b><u>Warranty</u></b> : - The warranty of equipments shall be for the period as per provisions made in the Technical Specifications of the Nigam from date of commissioning or 60 (sixty) months from the date of commissioning of the entire project, whichever is <b><u>more</u></b> . In case the warranty of an equipment is not specified then in that case	<b><u>Warranty</u></b> : - The warranty of equipments shall be for the period as per provisions made in the Technical Specifications of the Nigam from date of commissioning or 60 (sixty) months from the date of commissioning of the entire project, whichever is <b><u>later</u></b> . In case the warranty of an equipment is not specified then in that case the warranty of that item shall be 60 (sixty) months from the date of

		<p>the warranty of that item shall be 60 (sixty) months from the date of commissioning of the entire project. The manufacturers of these materials should not be blacklisted by any SEB / Utility of any State. In case, it is found that the material supplied is from any <b><u>blacklisting</u></b> firm the same shall be out rightly rejected and the firm shall be liable to arrange the same at shortest period of time without any relaxation <b><u>of</u></b> extension in completion time.</p>	<p>commissioning of the entire project. The manufacturers of these materials should not be blacklisted by any SEB / <b><u>Power</u></b> Utility of any State <b><u>etc.</u></b> In case, it is found that the material supplied is from any <b><u>blacklisted</u></b> firm the same shall be out rightly rejected and the firm shall be liable to arrange the same at shortest period of time without any relaxation <b><u>or</u></b> extension in completion time.</p>
23	IFB Sr No.- 27; ITB Cl No.- 2.3	<p><b>Joint Venture Criteria:</b></p> <p>Bids may be submitted by <b><u>the individual firms or joint venture firms</u></b> maximum upto three partners (having one partner as lead partner)</p>	<p><b>Joint Venture Criteria:</b></p> <p>Bids may be submitted by <b><u>bidders as individual firm/ company or in joint venture with</u></b> maximum upto three partners (having one partner as lead partner)</p>
24	IFB Sr No.- 15; CoC Cl No.- 33.1	<p>The payment shall be made on 30th day of submission of the bill and requisite documents to the executing office by the contractor after attending the discrepancies / shortcomings, if any, pointed out by the Engineer-in-charge/Executing office. All payments shall be made by the purchaser or his authorized agent to the supplier in rupees <b><u>in India.</u></b></p>	<p>The payment shall be made on 30th day of submission of the bill and requisite documents to the executing office by the contractor after attending the discrepancies / shortcomings, if any, pointed out by the Engineer-in-charge/Executing office. All payments shall be made by the purchaser or his authorized agent to the supplier in rupees.</p>
25	CoC Cl No.- 36.2	<p><b>Contractor's Default Liability</b></p> <p>In the event of breach of any of the terms and conditions by the Contractor, the Employer can terminate the Contract <b><u>without any notice to the Contractor</u></b> 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</p>	<p><b>Contractor's Default Liability</b></p> <p>In the event of breach of any of the terms and conditions by the Contractor, the Employer can terminate the Contract 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 ...</p>

			the Employer ...	
26	CoC No.- 44.3	CI	<p><b>Notice of Occurrence.</b> 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.</p>	<p><b>Notice of Occurrence.</b> 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 <b><u>within period of 15 days.</u></b></p>
27	CoC No.- 45.4	CI	<p><b>Payment after termination:</b> The Employer shall not be liable to make any further payments to the Contractor until the Works have been completed. When the Works are so complete, the Employer shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor under sub Clause 45.3. If there is no such extra cost the Employer shall pay any balance due to the Contractor.</p>	<p><b>Payment after termination:</b> The Employer shall not be liable to make any further payments to the Contractor until the Works have been completed. When the Works are so complete, the Employer shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor under sub Clause 45.3. If there is no such extra cost the Employer shall pay any balance due to the Contractor. <b><u>PBG is also liable to be encashed on termination of contract by owner and the same shall be adjusted towards due and payables to the employer, without prejudice to the other terms and conditions of the tender document.</u></b></p>
28	CoC No.- 47.2	CI	<p><b>Changes in Cost and Legislation</b> Statutory and other regulations. <b><u>The Contract price shall be adjusted to take account of</u></b> 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.</p>	<p><b>Changes in Cost and Legislation</b> Statutory and other regulations. Any increase or decreases in cost resulting from changes in legislation of the country <b><u>shall be of contractor account and no claim will be entertained on this behalf.</u></b> 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.</p>

		<p><b><u>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.</u></b></p>	<p>&lt;deleted&gt;</p>
29	CoC Cl No.- 27.1, 27.2	<p><b>Penalty:</b> 0.5% per week or part thereof subject to maximum of 2% of value of left over work up to 1st 4 weeks and @ one percent per week or part thereof in case the delay is beyond 4 weeks subject to maximum up to 10% of value of left over works / project.</p> <p>The employer may without prejudice to any other method of recovery, deduct the amount of such penalty from any amount due or to become due to the contractor.</p> <p>The deduction of the penalty shall be made from the running bills of the contractor proportionately to the bill amount subject to the maximum of 10% of that bill amount. The remaining penalty amount shall be adjusted from the final bill of the contractor.</p> <p>The payment or deduction of such penalty shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligation and liabilities under the Contract.</p> <p><b><u>27.2 Incentives:</u></b></p> <p>An incentive for early completion of all the works of the NIT as a whole from the completion period as per Clause 25 and in accordance with Clause 29.2 will be given to the Contractor @ 0.25% per week or part thereof,</p>	<p><b>27.1 Penalty:</b></p> <p><b><u>A. Penalty for Delay in Work:</u></b></p> <p>i) 0.25% per week or part thereof subject to maximum of 5% of value of leftover un-commissioned unit. The Employer may without prejudice to any other method of recovery, deduct the amount of such penalty from any amount due or to become due to the Contractor. The deduction of the penalty shall be made from the running bills of the contractor subject to the maximum of 50% of that bill amount. The remaining penalty amount, if any, shall be adjusted from the consequent final bill of the contractor, thereafter. However, the paying authority shall ensure that the pending payments against the contract are more than net penalty recoverable from the contractor. The payment or deduction of such penalty shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligation and liabilities under the Contract.</p> <p><b><u>Note:</u></b> <b>The project shall be considered to be complete when all the activities under the scope of the NIT are completed in full. The left out un-commissioned unit shall be that 11 kV feeder which has not been completed alongwith all associated works including optical fiber cable, LT cable upto the consumer end, street lights, restoration and all the activities,</b></p>

		<p>but maximum upto 5% of total contract value.</p>	<p><b>pertaining to that feeder, as mentioned in the clause 1 of ITB.</b></p> <p>ii) An incentive for early completion of all the works of the NIT as a whole from the completion period as per Clause 25 and in accordance with Clause 29.2 will be given to the Contractor @ 1/2% (half percent) per fortnight subject to a maximum of 2.5% (two &amp; half percent) of total contract amount.</p> <p><b><u>B. Deferment of delayed penalty:</u></b> In order to ensure cash flow with the firm deferment of recovery of penalty subject to the following:-</p> <ol style="list-style-type: none"> <li>1. The firm will the submit BG equivalent to the amount of delayed penalty.</li> <li>2. 70% of the delayed penalty will be refunded provisionally subject to the condition that in case delayed penalties become leviable on finalization of the time extension case, the same shall be recovered along with interest as per SBI base rate plus 3% applicable on the date of release of payment.</li> </ol>
30	CoC Cl No.- 50.2	<p>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.</p>	<p>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 Income Tax Act, <b><u>any increase or decrease in tax/duties etc on account of change in law shall to contract account and no claim shall be entertained in this regard, deduction of Income Tax at source shall be made by the Employer.</u></b></p>

31	CoC CI No.- 57	<p><b>Blacklisting of the Firms:</b> The contractor will be blacklisted,</p> <ol style="list-style-type: none"> <li>1. If the contractor backs out of the contract at any stage, the firm will be issued two 15 days notices to commence the work failing which no further notices will be issued and the firm will be straightway Blacklisted, without prejudice to other terms and conditions of the contract.</li> <li>2. If the firm indulge in fraudulent and illegal practices such as forgery, cheating or any civil/criminal wrongdoing or any grave misconduct of similar nature which has a direct impact on the contract and the Nigam. In such case <b>no notice of default</b> will be issued and the firm will be straightway blacklisted in addition to initiating the legal proceedings etc., without prejudice to the other terms and conditions of the contract.</li> <li>3. If the contractor fails to complete the work within the delivery/completion schedule, the deduction of the penalty will commence as per the terms and conditions of the present Bid Documents. On deduction of the complete penalty as admissible, the contractor will be issued one 15 days notice to complete the work failing which the Performance Bank Guarantee will be forfeited. Subsequent to the above two 15 days notices will be issued and the firm will be blacklisted thereafter.</li> <li>4. The power to blacklist the firm shall rest with the Board of Directors. The Performance Bank Guarantee</li> </ol>	<p><b>Blacklisting of the Firms:</b> The contractor <b>firm/company</b> will be blacklisted,</p> <ol style="list-style-type: none"> <li>1. If the contractor <b>firm/company</b> backs out of the contract at any stage, the <b>firm/company</b> will be issued two 15 days notices to commence the work failing which no further notices will be issued and the <b>firm/company</b> will be straightway Blacklisted, without prejudice to other terms and conditions of the contract.</li> <li>2. If the <b>contractor firm/company</b> indulge in fraudulent and illegal practices such as forgery, cheating or any civil/criminal wrongdoing or any grave misconduct of similar nature which has a direct impact on the contract and the Nigam. In such case <b>a 15 days notice</b> will be issued and the <b>firm/company</b> will be straightway blacklisted in addition to initiating the legal proceedings etc., without prejudice to the other terms and conditions of the contract.</li> <li>3. If the <b>contractor firm/company</b> fails to complete the work within the delivery/completion schedule, the deduction of the penalty will commence as per the terms and conditions of the present Bid Documents. On deduction of the complete penalty as admissible, the <b>contractor firm/company</b> will be issued one 15 days notice to complete the work failing which the Performance Bank Guarantee will be forfeited. Subsequent to the above two 15 days notices will be issued and the <b>firm/company</b> will be blacklisted thereafter.</li> <li>4. The power to blacklist the <b>firm/company</b> shall rest with the Board of Directors. The Performance Bank Guarantee of the Blacklisted <b>firm/company</b> will be</li> </ol>
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		<p>of the Blacklisted firms will be forfeited and the firm shall have no claim whatsoever on the same. However, Procedure and other conditions of contract are regulated by procurement manual of DHBVN, so, these will be applicable to the contractor as per procurement manual of DHBVN and amendments thereof from time to time.</p>	<p>forfeited and the <b><u>contractor firm/company</u></b> shall have no claim whatsoever on the same. However, Procedure and other conditions of contract are regulated by procurement manual of DHBVN, so, these will be applicable to the <b><u>contractor firm/company</u></b> as per procurement manual of DHBVN and amendments thereof from time to time.</p>
32	CoC Cl No.- 29.3	<p><b>Use before Taking Over:</b>  The Employer shall not use any part of the Works unless a Taking Over Certificate has been issued in respect thereof.  If nevertheless the Employer uses any part of the Works, that part which is used shall be deemed to have been taken over on the date of such use. The Employer shall on request of the Contractor issue a Taking –Over-Certificate accordingly. If the Employer uses any part of the Works before Taking Over, the Contractor shall be given the earliest opportunity of taking such steps as may be necessary to carry out the Tests on Completion.  The provisions of Sub Clause-27 shall not apply to any part of the Works while being so used by the Employer, <b>Clause-30 shall apply as if the part had been taken over on the date it was taken into use.</b></p>	<p><b>Use before Taking Over:</b>  The Employer shall not use any part of the Works unless a Taking Over Certificate has been issued in respect thereof.  If nevertheless the Employer uses any part of the Works, that part which is used shall be deemed to have been taken over on the date of such use. The Employer shall on request of the Contractor issue a Taking –Over-Certificate accordingly. If the Employer uses any part of the Works before Taking Over, the Contractor shall be given the earliest opportunity of taking such steps as may be necessary to carry out the Tests on Completion.  The provisions of Sub Clause-27 shall not apply to any part of the Works while being so used by the Employer.  <b>The provisions of the clause shall not apply under following conditions:-</b>  The contractor shall have to complete the new feeder first and after that he shall start the dismantlement of the existing feeder. For doing so he has to shift the existing consumers on the newly erected feeder and start the dismantlement of the existing feeder. Even after that he may have to keep the feeder charged on no load so as to save it from being stolen.</p>

			<p>Partial charging of the newly erected feeder on no load or the shifting of the load for the purpose of dismantling of the existing feeder as a requirement of the scope of NIT shall not be considered to be as taking over of the feeder under the clause.</p> <p>The project shall be considered to be complete and shall be taken over when all the activities under the scope of the NIT are completed in full.</p>
33	Sec IV Contract Data	The Defects Liability (warranty) Period of <b>365 days</b> from the date of taking-over-certificate.	The Defects Liability (warranty) Period of <b>60 months</b> from the date of taking-over-certificate

**Points in relation to Street Lighting System to be as part of the tender documents:-**

1. **Add under Sr No 11 of Clause no 1 'Scope' of ITB Vol-I as Sr no 11**

**(b):**

**Service Level Agreement (for street lighting system):**

The bidder will abide with the SLA ( service level agreement) for 5 years for operation and maintenance of all the installations of the street lighting system. The complete street lighting system shall be handed over to concerned department immediately after the completion of the work and a Service Level Agreement (SLA) shall be signed between the contractor and the concerned department for a period of 5 years. The responsibility of the DHBVN shall be ceased on the handing over of the street lighting infrastructure to the concerned department. All the administrative decisions/ responsibility of the payments etc shall be taken by the concerned department at their level. The payments in respect of the SLA during the applicability period of the SLA for street lighting system shall be disbursed by the concerned department to the contractor as per their agreement. The sample of SLA is attached as Annexure—k1 for the reference.

2. **Add under clause no 30 'Guarantee' of Section III Vol-I:**

The minimum warranty/ guarantee will be applicable to street light pole and lighting fixtures for a period of 5 years irrespective of any cause of damage except physical damage. The replacement warranty/ guarantee of each item to be used in the street lighting system will be of five (5) years.

3. **Add under clause no 33 'Terms of Payment' of Section III Vol-I under the Title – 'For support services (including O&M):**

Regarding the street light infrastructure the responsibility of the payments etc shall be taken by the concerned department at their level. The payments in respect of the SLA during the applicability period of the SLA for street lighting system shall be disbursed by the concerned department to the contractor as per their agreement. The sample of SLA is attached as Annexure—k1 for the reference.

4. **Add under Sr No 15 of Clause no 1 'Scope' of ITB Vol-I:**

- The street lights shall be controlled via OFC network of the DHBVN and a separate SCADA control room shall be developed by the MCG/ HUDA for street light control which will include server, concentrator, other electronic hardware and software, cyber security system and related civil work. The DHBVN will only facilitate the connectivity with the OFC network from the DHBVN SCADA control room.
- The street lighting infrastructure shall be immediately handed over the concerned agency to which it relates i.e. MCG or HUDA on the completion of the street light work/ work awarded in the tender phase-1 of Smart City Project, Gurgaon. The area related to the builders i.e. DLF and API (Sushant Lok-1) shall be handed over to the MCG.
- The officer of MCG and HUDA shall associate the DHBVN during inspection, execution, measurement and verification of the bills related to the street lighting system.

- It is also clarified that the ultimate owner of the street lighting system is MCG/ HUDA and both the departments will be actively associated with the smart city project wing of DHBVN during the execution of the project to minimize the gap between contractor and ultimate owner of the system.

**(II) Amendments made in Bill Of Quantity and Estimated Cost of the NIT no TSGP-02/ 2016-17:**

- a. The Revised Estimated cost has come out to be **Rs 5,03,01,58,538/-**
- b. It is clarified that in the estimated cost, the O&M charges has been taken @10% of total cost of Supply (excluding 15% overhead charges) and erection of material which are expected to change as per final execution of the project, therefore the O&M charges to be allowed to the turnkey contractor shall vary in proportion to the variation in the final project executed cost i.e. final executed cost of Supply (excluding 15% overhead charges) and erection of material.
- c. The rates given at Sr No 32 (e) and (f) of the estimated BOQ includes the erection cost of the laying of all types of cables i.e. HT, LT (above 120 mm<sup>2</sup>) and optical cables and all necessary installation of material including HDPE pipes & PLB-HDPE, GI pipes, cable protection cover RCC slabs, cable joint marker, route markers etc as already mentioned. Therefore the erection rates of cables, pipes etc wherever not applicable have been deleted.
- d. The rates given at Sr 32 (e) & (f) are applicable for the laying of any combination of 2 or 3 HT/LT/Fiber optic cable.
- e. In case only one cable is to be laid in trenches or more than 3 cables are to be laid in trenches, it is clarified that the rates at 32 (e) and (f) shall be applied to any combination of the cable laying by use of pro-rata i.e. the rates of laying of single cable shall be Rs 110/- per meter, the rates of laying of 2 cables shall be Rs 150/- per meter, the rates of laying of 3 cables shall be Rs 190/- per meter, the rates of laying of 4 cables shall be Rs 230/- per meter and so on. Thus for any additional cable to be laid, the erection cost shall be enhanced by Rs 40/- per meter. This includes erection on all the material as mentioned in the description 32 (e) and (f). It is further added that in the items 32 (e) and (f) of BOQ the cable laying rates through open digging process have been mentioned to be Rs 150/- and Rs 190/- per meter respectively which besides including the erection cost of laying of certain items, as mentioned therein, also includes the erection cost of laying of HDPE pipes/ CI pipe. It is clarified that in case the HT/ LT cable is laid without the HDPE pipe then the amount @Rs 12.35 + awarded premium per cable per meter shall be deducted from the bills of the contractor against item no 32 (e) and (f) regarding open trench digging
- f. The Revised Estimated Cost and the Bill of Quantity is attached as Annexure-1 to the Amendment No.-1.

**Note:** The Techno-commercial and Price schedules already uploaded on the webportal [www.haryanaeprocurement.gov.in](http://www.haryanaeprocurement.gov.in) against the present NIT have been fixed and it is not possible to change the same on the webportal itself. However the amendments done as above are applicable to the tender documents for all intents

and purposes. The prospective bidders are expected to consider the amendments while online filling up of the Techno-commercial and Price schedules regardless of the fact that the same are the earlier versions. Nigam will consider the filled in data with respect to the amended clauses only.

**(III) The clarifications sought/ queries raised by bidders in response to the Pre-Bid meeting have been replied and the same are uploaded on the webportal as Annexure-2 to the Amendment-1.**

**B. Bid Documents Vol-II:**

(I) The Amendments in the technical specifications are given as under:

<b>Sr No</b>	<b>Item Description</b>	<b>Existing Specification Number</b>	<b>Amended Specification Number</b>
1	11 kV XLPE Armoured Cable	CSC-111	<b>CSC-111 (R-1)</b>
2	Distribution Feeder Pillar	CSC-133	<b>CSC-133 (R-1)</b>
3	Distribution Transformer (Oil Filled)	CSC-119	<b>CSC-119 (R-1)</b>
4	Distribution Transformer (Oil Filled)	CSC-126	<b>CSC-126 (R-1)</b>
5	Package Sub Station (PSS)	CSC-129	<b>CSC-129 (R-1)</b>
6	11 kV Ring Main Unit (RMU)	CSC-117	<b>CSC-117 (R-1)</b>
7	RTU/ FRTU	CSC-134	<b>CSC-134 (R-1)</b>
8	Optical Fiber Cable (un-armoured)	CSC-131	<b>CSC-131 (R-1)</b>
9	Optical Fiber Cable (armoured)	CSC-130	<b>CSC-130 (R-1)</b>
10	LT XLPE un-armoured cable	CSC-114	<b>CSC-114 (R-1)</b>
11	LT XLPE armoured Cable	CSC-115	<b>CSC-115 (R-1)</b>

- The amended/ revised Technical specifications are uploaded on the Nigam's website [www.dhbvn.org.in](http://www.dhbvn.org.in) under the Tab 'Suppliers support'
- The Amendment in technical specifications of few other items are attached as Annexure-IV to the Amendment-1.
- The colour mentioned in the technical specifications of the Ring Main Unit, Compact Sub-Station, Distribution Transformers and LT Feeder panel shall be considered to be **RAL 7032 Pebble Grey** for this project instead of the color already mentioned in the technical specifications of the above items.

**(II) The Amendment in the Vol-II is as under:**

The amendment in the Meteorological Data is as under:

<b>S.N.</b>	<b>Parameter</b>	<b>Unit</b>	<b>Existing Value</b>	<b>Amended Value</b>
1	Location		In the state	Gurgaon,

			of Haryana	Haryana
2	Max. Ambient Air Temp	deg. C	60	50
4	Max. Average Daily ambient Temp	deg. C	35	40
12	Sesimic Zone		0.3g	Zone-IV
14	Max. yearly weighted Average ambient Temp	deg. C	-	32
15	BASIC WIND SPEED	m/s	-	47
16	Pollution		-	Moderate

The seismic Zone to be considered for the project area shall be Seismic Zone-IV.

**(III) The clarifications sought/ queries raised by bidders in response to the Pre-Bid meeting have been replied and the same are uploaded on the webportal as Annexure-3 to the Amendment-1:**

**N.B.:**

**1. The queries raised/ clarifications sought by various firms/ companies have been adequately replied and amendments have been made as given above. After the posting of the above amendment/ clarifications on the e-procurement portal & publication in press, no further queries/ clarification/ suggestion/ request etc in the matter shall be entertained.**

**2. While care has been taken to reply to all the observations/queries/ suggestions of the various stakeholders, however, in case any observations/queries/ suggestions of any stakeholder has been left un-replied, then in that case the same shall be considered to be applicable as per the terms and conditions of the tender documents, the replies already given and the amendments made.**