

DHANBAD MUNICIPAL CORPORATION, DHANBAD

Technical Bid

Name or work	:-	Repair & maintenance of street light installed at swag tubular pole at different road in Dhanbad city and to sale space for advertisement at these swag tubular pole.
Cost Of Tender docement	:-	Rs. 5000.00 (INR)
Sale of Bid Document	:-	from 29.09.2010
Pre Bid Meeting	:-	05.10.2010 (3:00 PM)
Date of Receiving of Tender	:-	07.10.2010 (up to 3.00 PM)
Date of opening of Tender	:-	07.10.2010 (3.30 PM)
Earnest Money	:-	Rs. 10000 .00 (INR) for each package
Issue to	:-	

**Chief Executive Officer,
Dhanbad Municipal Corporation,
Dhanbad.**

Full Signature of the Tenderer

DHANBAD MUNICIPAL CORPORATION

Short NIT No. 01/2010-11

1.1 Sealed tenders are invited in two envelop system from experienced reputed and bona fide Firm/Agencies for Repair and maintenance of street light installed at swag tubular pole at different roads in Dhanbad City and to sell the space for advertisement at these swag tabular pole till 3:00 pm of 7th October 2010 and shall be opened at 3:30 pm on the same day at the office of Deputy Commissioner, Dhanbad.

1.2 A pre bid meeting will be held on 5th October 2010 at 3:00 pm at office of Deputy Commissioner, Dhanbad.

1.3 The total work is distributed in five (5) packages. Details terms and conditions of tender is contained in the tender document which can be purchased by giving an application to undersigned enclosed with a non refundable Bank Draft of Rs. 5000 (five thousand Rupees) issued by any Scheduled Bank in favour of Chief Executive Officer, Dhanbad Municipal Corporation, Dhanbad payable at Dhanbad. It can also be downloaded from website www.dhanbad.nic.in in which case Bank draft of Rs. 5000 (five thousand Rupees) shall be submitted along with their bid proposal.

1.4 For any clarification undersigned may be contacted on address Chief Executive Officer, Dhanbad Municipal Corporation, Dhanbad. Phone no 0326-2301925, E-mail Id: dhanbadmunicipalcorporationadm@gmail.com

sd/-
Chief Executive Officer,
Dhanbad Municipal Corporation, Dhanbad.

Letter No. 833 Date: 22.09.10

Copy to:- Advertisement Manager: The Telegraph Kolkata edition, Hindustan Times, Delhi edition (HT Media Ltd.), Hindustan, Jharkhand edition, Dainik Jagran, Jharkhand edition, Prabhat Khabar, Jharkhand edition, to be published in a single issue in 10 X 8 cm size at DAVP Rate.

sd/-
Chief Executive Officer,
Dhanbad Municipal Corporation, Dhanbad

Letter No. 833 Date: 22.09.10

Copy to: - Hon'ble Mayor and Hon'ble Dy. Mayor, Dhanbad Municipal Corporation, Dhanbad for information.

Chief Executive Officer,
Dhanbad Municipal Corporation, Dhanbad.

Section - I

DHANBAD MUNICIPAL CORPORATION

Short NIT No. 01/2010-11

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1.2 A pre bid meeting will be held on 5th October 2010 at 3:00 pm in meeting hall at office of Deputy Commissioner, Dhanbad.

1.3 The total work is distributed in five (5) packages, which are as following:-

Sl No.	Package No.	Region	No. of pole
1.	1	a) Shramik Chowk to Randhir Verma Chowk via Dhanbad Railway Station b) Barmasia Over Bridge. c) Bhuli Over Bridge.	103
2.	2	I.S.M. to Goal Building	169
3.	3	C.I.M.F.R. to Memco More.	100
4.	4	a) Polytechnic more to Randhir Verma b) Chowk, Kala Bhavan to Town Hall c) Golf Ground to DSP residence Hatia morh.	129
5.	5	Birsa Chowk (Bank more) to Dhansar chowk via Panitanki, Shakti Mandir, Jora phatak.	85

1.4 Details terms and conditions of tender is contained in the tender document which can be purchased by giving an application to undersigned enclosed with a non refundable Bank Draft of Rs. 5000 (five thousand Rupees) issued by any Scheduled Bank in favour of Chief Executive Officer, Dhanbad Municipal Corporation, Dhanbad payable at Dhanbad. It can also be downloaded from website www.dhanbad.nic.in in which case Bank draft of Rs. 5000 (five thousand Rupees) shall be submitted along with their bid proposal.

1.5 Eligibility Criteria / Term and Conditions are enclosed with tender documents and also may be seen prior to purchase tender documents at the office in office hours and /or on website www.dhanbad.nic.in

1.6 Interested and eligible Bidders are require to submit the Technical and Commercial Bid in two separate sealed envelopes. The Technical and Commercial Bid should be accompanied by Earnest Money of Rs 10,000.00 in this Bid Document. The Earnest Money (In the form of Demand Draft) should be included in the same envelope containing the Technical Bid. The Technical and Commercial Bid along with the earnest money must be delivered to the Office of Chief Executive Officer (CEO), Dhanbad Municipal Corporation (DMC), Dhanbad.

1.7 The Envelope containing the Technical Bid and the Bid Security will be opened on the specified date & time in presence of Bidders or their authorized representative to attend. In the event of the date specified for bid receipt and opening being declared as a holiday for the Office, the due date for submission and opening of bids will be the following working day at the appointed times.

1.8 The summary of various activities with regard to this invitation of bids are listed in the table below:-

1	NIT Reference No.	S NIT/ 01 / 2010-11
2	Price of Tender Document	Rs 5000
3	Date of commencement of sale of Tender Documents	27.09.2010
4	Date & Time of Pre Bid conference	05.10.2010
5	Last date & Time for submission of Bids	3:00 pm on 07.10.2010
6	Date & Time of opening of bids (Technical)	3:30 pm on 07.10.2010
7	Date & Time of opening of Bids (Commercial)	To be announced after opening of technical offer.
8	Place of issue of bid document, acceptance & address for communication.	Chief Executive Officer (CEO), Dhanbad Municipal Corporation (DMC), Dhanbad.
9	Place of Pre-Bid meeting	Meeting Hall at the office of D.C., Dhanbad.

Section - II

Scope of Work

Repair and maintenance of Street light

1.1 Dhanbad Municipal Corporation (DMC) Dhanbad an autonomous body under Govt. of Jharkhand intends to repair and maintenance of street light (Sodium vapour) installed at swag tubular pole at different road side in Dhanbad City. The total work is distributed in five (5) packages, which are as following :-

Sl No.	Package No.	Region	No. of pole
1.	1	a) Shramik Chowk to Randhir Verma Chowk via Dhanbad Railway Station b) Barmasia Over Bridge. c) Bhuli Over Bridge.	103
2.	2	I.S.M. to Goal Building	169
3.	3	C.I.M.F.R. to Memco More.	100
4.	4	a) Polytechnic more to Randhir Verma b) Chowk, Kala Bhavan to Town Hall c) Golf Ground to DSP residence Hatia morh.	129
5.	5	Birsa Chowk (Bank more) to Dhansar chowk via Panitanki, Shakti Mandir, Jora phatak.	85

1.2 The Cable is under ground which will be repaired and maintained by Agency/Firm.

1.3 Loop in Loop out box (Junction box) are installed at every pole, will be maintained by Agency/Firm.

1.4 These street lights are connected with a control panel and on/off is controlled through this control panel and this control panels will be repaired and maintained by Firm / Agency.

1.5 Control panel is consisted of timers, voltmeter, Ammeter and energy meter and these components would replaced/repared & maintained by Agency/Firm.

1.6 The firm / Agency must have proper experience in the relevant work.

2 Installation of Hoardings

2.1 The size of Hoarding (Kiosk) should not be bigger than 3' x 5'

2.2 Hoarding (Kiosk) should be covered by flex

2.3 Hoarding (Kiosk) should not be fitted with electrical energy

2.4 A prior permission should be needed for any advertisement.

2.5 For any advertisement final decision is reserved with CEO, DMC, Dhanbad.

3 Earnings from Advertisement

3.1 Amount earned through advertisement is the property of Agency / Firm which will maintain the street light and make the hoarding / Kiosk.

4 Amount to be deposited to the DMC.

4.1 Firm / Agency have to deposit the requisite amount to DMC in time.

4.2 The firm / Agency shall deposit quoted amount per pole per year in the beginning of the year to DMC. In case contract / agreement is terminated in mid of the year, the deposited amount shall be forfeited.

5. Responsibilities of the Service Provider :

- a. Entering into agreement with DMC and submitting the performance guarantee.
- b. To implement the project with his own men and material. Subcontracting is not allowed.
- c. To provide a contact phone no. and contact person with address / email to receive complain / application which should be logged.
- d. To provide trained manpower to operate and maintain the street light at all locations, which are allotted to the agency. The operations would include street light switch on/off at schedule time, repair and maintenance of all components such as cable, wire loop in loop out box control panel. Bulb, fitting choke ignitor etc all complete job for street light.
- e. To ensure the completion of assigned tasks within the time specified from the signing of the contract.
- f. To provide all necessary consumables, of standard quality.

6. Responsibilities of DMC :

- i) To provide the energy connection for all locations.
- ii) The energy charge would be born by DMC.
- iii) To provide a nodal officer for each package.
- iv) Entering into an agreement with the service provider and accepting the performance guarantee.
- v) Checking the quality of Service (QOS) provided by the Agency/Firm.

Section III

Eligibility Criteria

1. The Bidder should have been in either of the following business in profitable state for a minimum of last 3 years.
 - i) Repair & maintenance of street light.
 - ii) Advertising work.
2. Average annual turn over of the firm / Agency should not less than 10 lac per year during last three financial year i.e. 2007-08, 2008-09 and 2009-10. Certified audit report from chartered accountant for said financial year must submitted along with technical bid.
3. The minimum strength of technical personnel with the company should be 5 employees. The Bidder shall enclose certificate of Registration with PF and ESI.
4. The Bidder should be registered for the service tax & income tax. The certificate regarding this should be supplied.
5. Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Tendering Authority. A Self Declaration Certificate should be enclosed. Performa in **Annexure - 3**

Section IV

Instructions to the Bidders

1. Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the Tendering Authority in no case, will be responsible or liable for these costs, regardless of conduct or outcome of the bidding process.

2. Bidding Document

The Bidder is expected to examine all instructions, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of the bid.

3. Clarification of Bidding Documents

a. A prospective bidder requiring any clarification of the bidding documents may notify the Tendering Authority in writing at the Tendering Authorities address indicated in the Invitation of Bids.

b. Bidders may also seek clarification on the document or about any condition of the Bid in the Pre Bid meeting fixed for this purpose. In the event of any clarification required and issued in writing, it shall form the part of the tender document.

4. Amendment of Bidding Documents

a. At any time prior to the deadline for submission of bids. the Tendering Authority may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify, change, incorporate or delete certain conditions in the bidding document.

b. In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids the Tendering Authority, at its discretion, may extend the deadline for the submission of bids.

5. PREPARATIONS OF BIDS

a. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by bidder and the Tendering Authority, shall be in English only.

b. Bid Form

The Bidder shall complete the Bid form and the appropriate Commercial Bid furnished in the documents indicating the goods to be supplied & services to be provided, a brief description of the services & goods, quantity and prices.

- c. **Bid Prices**
The Quote will be on the basis of per pole per year charge, which the bidder expects. If required the Tendering Authority may at a later stage (i.e. after the finalization of contract or at the time of agreement) ask for a component wise break up of the price.
- d. Negative price Bid will not be accepted.
- e. **Bid Currency**
Price shall be quoted in Indian Rupees only.

6. **Documents Establishing Bidder's Eligibility and Qualification**

- a. Details of the strength of technical personnel with the company.
- b. Certificate of Income Tax and Service Tax registration.

7. **Earnest Money**

- a. The Bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) in the form of a DD drawn in favour of Chief Executive Officer, Dhanbad Municipal Corporation, Dhanbad. Payable at Dhanbad for an amount of Rs 10,000.00 for each package.
The Bidder can quote for one or more package. The EMD for each package for which the bidder quotes will be Rs. 10,000.
- b. The EMD shall be in Indian Rupees only.
- c. Unsuccessful Bidder's EMD will be discharged / refunded as promptly as possible but not later than 30 days after the decision of the commercial bid is taken.
- d. The successful Bidder's EMD will be discharged only after the completion of the contract period.
- e. The EMD shall be forfeited.
- If a Bidder withdraws its bid during the period of Bid Validity specified by the Bidder on the bid Form.
 - or in case of a successful bidder, if the Bidder fails to sign the contract;
or
 - Fails to furnish the performance security.

8. **Period of Validity of Bids**

- a. Bids shall be valid for 180 days after the date of bid opening. A bid valid for a shorter period shall be rejected by the tendering authority as non-responsive.
- b. In exceptional circumstances, the Tendering Authority may solicit the Bidders consent to an extension of the period of validity. The request and response there to shall be made in writing.

9. **Contents of envelopes**

- a. It will be a two envelope bid comprising of technical bid and commercial bid.
- b. First envelope shall be marked as Envelope No. 1 Technical Envelope and shall contain:
- Demand Draft for Earnest Money Deposit (EMD)
 - Schedule for stationing of manpower at various locations.
 - The documents establishing Bidder's eligibility, qualification and conformity mentioned in the clause 6 and 7 of section IV.
- c. Second envelope shall be marked as envelope No. 2 "Commercial Envelope" which will contain only price schedule in the prescribed proforma in Annexure 1

- d. 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. A written power-of-attorney accompanying the bid should support the latter authorization. The person or persons signing the bid shall initial all pages of the bid, except for unamended printed literature.
- e. Any interlineations, erasures or overwriting shall be valid only if they are signed by the persons

10. **Submission of Bids**

a. **Sealing and Marking of Bids.**

- i) The Bidders shall seal the envelope No. 1 Technical envelope and envelope No. 2 Commercial envelope in separate inner envelopes, duly marking the envelopes as "envelope No. 1, Technical Envelope" and "envelope No. 2 Commercial Envelope". He shall then place these two envelopes in an outer envelope. Both the inner envelopes and the outer envelope should be addressed to:

Chief Executive Officer, Dhanbad Municipal Corporation, Dhanbad.

- ii) The inner and outer envelopes shall bear the words :
"Invitation for Bids repair and maintenance of street light installed at swag tabular poles and the space for advertisement at these poles.
- iii) Both the inner envelopes shall indicated the name and address of the Bidder.
- iv) If the Outer envelope is not sealed and marked, the Tendering Authority will assume no responsibility for the Bids misplacement or premature opening.

b. **Deadline for Submission of Bids**

- i) Bids must be received by the Tendering Authority at the address, not later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared as a holiday for the Tendering Authority, the bids will be received up to the appointed time on the next working day.
- ii) The Tendering Authority may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of The Tendering Authority and Bidders subject to the deadline will thereafter be subject to the deadline as extended.

c. **Late Bids**

Any bid received by the Tendering Authority after the deadline for submission of bids prescribed by the Tendering Authority, will be rejected and/or returned unopened to the Bidder.

c. **Withdrawal of Bids**

- i) The Bidder may withdraw its bid after the submission, provided that the Tendering Authority receives notice of the withdrawal, prior to the deadline prescribed for submission of bids.
- ii) In case the Bidder wants to withdraw the Bidder's withdrawal notice, it shall be prepared, sealed, marked and dispatched to the Tendering Authority in original.
- iii) No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid Security / EMD.

11. Bid Opening and Evaluation of Bids.

- a. The Tendering Authority will open all bids as per schedule mentioned in Section I.
- b. The dates for the opening of the commercial bid will be announced after the opening of technical bid and completion of technical scrutiny and site visit if required.
- c. The Bidder's representative who is present shall sign an attendance. In the event of the specified date of bid opening being declared holiday for the tendering authority, the bid shall be opened at the appointed time and location on the next working day.
- d. The Bidder's name, bid modifications or withdrawals, bid prices and presence or the absence of requisite bid security and such other details as, the Tendering Authority at his discretion, may consider appropriate, will be announced at the time of opening . No bid shall be rejected at the openings except for the late bids, which shall be returned unopened to the Bidders.
- e. Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.
- f. Bids will be opened In the presence of Tender Committee Members whoever are present as well as Bidders or their representatives who chose to attend on the specified date and time.

12. Clarification of Bids

During evaluation of bids, Tendering Authority may at it's discretion, ask the Bidder for clarification of it's bid. The request for clarification and response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

13. Contacting The Authority

- a. No Bidder shall contact the Tendering Authority relating to it's bid, from time of opening to the time the contract is awarded. If he wishes to bring additional information to the notice of the Tendering Authority, he should do in writing. The tendering Authority reserves the right as to whether such additional information should be considered or otherwise.
- b. Any effort by a Bidder to influence the Tendering Authority in its decision on bid evaluation, bid comparison or contract awarded may result in disqualification of the Bidder's bid and also forfeiture of his bid security.

14. Award of Work

- a. **Evaluation Committee**
The Finalization of tender will be done by an Evaluation Committee constituted by the Tendering Authority for this purpose.
- b. **Award Criteria**
The Tendering Authority present will award the contract to the successful Bidder whose bid has been determined as the highest evaluated price bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

15. Area of operation / Bid for different package

A Bidder can bid for one or more than one Package. In case a Bidder bids for more than one package, he will have to indicate rates separately for each package in the Bid form. However the tender for that package shall be awarded to the bidder whose price quotation is comparatively highest, subject to the condition that he has satisfied the technical criteria. Negative price quotation will not be considered.

16. Tendering Authority's Right to vary Quantities at Times of Awards

The Tendering Authority reserves the right to increase or decrease by up to 15 % of quantity of goods and services originally specified in the schedule of Requirements (rounded off to the next whole number) without change in other terms and conditions, at the time of awarding the Contract.

17. Tendering Authority's Right to Accept / Reject any or all Bids

The Tendering Authority reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to the award of contracts, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for the Tendering Authority's Action.

18. Notification of Awards

Prior to the expiry of the period of the bid validity, the Tendering Authority will notify the successful Bidder in writing. The Bidder will confirm the same in writing.

19. Signing of Contract

- a. At the same time as the Tendering Authority notifies the successful Bidder that its bid has been accepted, the Tendering Authority will send the Bidder the Contract form provided by this office.
- b. Within 7 days of receipt of the Contract Form, the successful Bidder shall sign the contract and return to the authority
- c. At the time of signing the Contract / Agreement a performance guarantee of Rs. 30000/- for each package in form of Demand Draft in favour of Chief Executive Officer, Dhanbad Municipal Corporation, Dhanbad shall be submitted EMD amount may be adjusted against this performance guarantee.

20. Extension of Contract

The contract period is for maximum 3 years, from the day of signing the Contract / Agreement if the performance will be evaluated every year. After successful and satisfactory performance contract period may be extended by one year beyond three year period.

21. Corrupt or Fraudulent Practices.

The tendering Authority requires that the Bidders / Suppliers / contractors under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tendering Authority.

- 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 any thing of value to influence the action of the 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 a execution of a contract to the detriment of the Tendering Authority, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Tendering Authority of the benefits of the free and open competition.

- b. Will reject a proposal for award if it determines that the Bidder 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 contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.
- d. The past performances of the Bidder will be crosschecked if necessary. If the facts are proven, the dubious the Bidders tender will be ineligible for further processing.

22. Interpretation of the clauses in the Tender Document / Contract Document

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.

23. Decision Taken

The decision taken by the Tender Committee in the process of Tender evaluation will be full and final.

Section - V General conditions of Contract

1. Definitions

In this contract, the following terms shall be interpreted as indicated:

- a) CEO, means Chief Executive Officer
- b) DMC, means Dhanbad Municipal Corporation, Dhanbad
- c) "The Contract" means the agreement entered into between the Tendering Authority and the Firm, as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- d) "Bidder" means any agency that is participating in the tender process.
- e) "Service Provider" means any agency that is a successful Bidder and to whom the contract has been awarded.
- f) "The Contract price" means the price payable by the service provider under the Contract for the full and proper performance of its contractual obligations.
- g) "The Goods" means all equipment, machinery and / or other materials which the Firm is required to supply to the Tendering Authority under the Contract.
- h) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the supplier covered.
- i) "Day" means a working day.
- j) "Service Provider" means a firm or agency to whom work is allotted.
- k) "Maintenance" means "-
 - i) Taking care of the cables, junction boxes, bulb, fitting ammeter, voltmeter, energy meter etc.
 - ii) Changing the Spares when they become faults.
 - iii) Any other task to be performed to keep the system functional.
- l) Maintenance Standards means :-
 - i. Taking care of the whole system of street light.
 - ii. Changing the spares when they become faulty.
 - iii. Locate, remove, repair technical faults.
- m) Service Means :

The Service Provider should come up with a Comprehensive solution as defined in the Scope of Work. The Work will not be allotted in piecemeal. Bidders providing for part services / activities will not be considered.

2. Use of Contract Documents and Information

a) The Service Provider shall not, without the Tendering Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Tendering Authority in connection therewith, to any person other than a person employed by the Service Provider in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

b) Any document, other than the Contract itself, shall remain the property of the Tendering Authority and shall be returned (in all copies) to the Tendering Authority on completion of the Agency /Firm performance under the Contract if so required by the Tendering Authority.

c) The Service Provider shall permit the Tendering Authority to inspect the Service Provider's accounts and records relating to the performance of the Contract and to have them audited.

3. Transportation

Where the Service Provider is required under the Contract to transport the goods to a specified place of destination within India or Jharkhand defined as Project site, transport to such place of destination in India or Jharkhand including insurance, as shall be specified in the Contract, shall be arranged by the Service Provider, and the related cost shall be included in the Central Price

4. Change Orders

The Tendering Authority may at time, by written order given to the Service Provider, make changes within the general scope of the Contract.

5. Delays in Service Provider's Performance

- a) Performance of the Services shall be made by the Service Provider in accordance with the time schedule specified by the Tendering Authority.
- b) If at any time during performance of the Contract, the Service Provider encounters conditions impeding timely performance of Services, the Service Provider shall promptly notify the Tendering Authority in writing of the fact of the delay, its likely duration and its cause(s).

6. Penalty Clause

If the Service Provider is not executing the contract to the satisfaction of the tendering authority then the tendering authority may invoke any or all of the following clauses.

- i) Forfeit the performance Guarantee Amount or
- ii) Impose penalty as mentioned in clause 3 of the special conditions of the contract.
- iii) Terminate the contract without giving any notice.

7. Termination for Default

- a) The tendering authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service provider, terminate the Contract in whole or part :
 - i) If the Service Provider fails to perform as per the performance standards.
 - ii) If the Service Provider, in the judgment of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- b) In Circumstances mentioned above the Tendering Authority may ask the Service Provider to leave the site, as is where it is.

Ask the Service Provider to leave the site, as is where it is.

8. Force Majeure

- a) For purpose of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable, such events may include, but are not limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- b) If a force Majeure situation arises, the Service provider shall promptly notify the Tendering Authority in writing of such conditions and the cause thereof. unless otherwise directed by the Tendering Authority in writing, the Service Provider Shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

9. Termination for Insolvency

The Tendering Authority may at any time terminate the Contract by giving written notice to the Service Provider, If the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Tendering Authority.

10. Resolution of Disputes

The matter regarding any dispute shall first be sorted out at the level of DMC. If the dispute persists to remain unresolved then it will be entertained, heard & finalised as per the provisions of the Arbitration and Conciliation Act, 1996. The sole arbitrator will be Deputy Commissioner, Dhanbad, Whose decision shall be final and binding.

11. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of court in Dhanbad.

12. Taxes and Duties

The rates quoted shall be in Indian Rupees and shall be inclusive of all taxes, duties as applicable up to the completion of job. Any increase or decrease in the rates will not be allowed.

13. Binding Clause

All decisions taken by the Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all concerned parties.

14. The Tendering Authority, reserves the right :-

To verify, modify, revise, amend or change any of the terms and conditions mentioned above or to reject any or all the tender's without assigning any reason whatsoever thereof or may terminate the tender process midway without assigning any reason.

15. The decision regarding acceptance of Tender by the Tendering Authority will be full and final

16. Conditional tenders shall be summarily rejected

Section - VI

Special Conditions of Contract

The following special conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1. Service Provider's Integrity

The Service Provider is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

2. Service Provider's Obligations

- a) The service Provider is obliged to work closely with the Tendering Authority's staff, act within its authority and abide by directives issued by the Tendering Authority.
- b) The Service Provider will abide by the job safety measures prevalent in India and will free the Tendering Authority from all demands or responsibilities arising from accidents or loss of life the cause of which is the Service provider's negligence. The Service Provider will pay all indemnities arising from such incidents and will not hold the Tendering Authority responsible or obligated.
- c) The Service Provider is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanor.
- d) The Service Provider will treat as confidential all data and information about the Tendering Authority, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval or the Tendering Authority.

3. All Street lights are to be kept in working condition which is of almost important to tendering authority. If any street light on any pole gets out of order, it must be repaired / replace immediately within 72 hours. If any street light is out of order for more than 3 days Dhanbad Municipal Corporation will charge Rs. 100/- per pole per day upto 15 days after that Rs. 200/- per pole per day will be charged upto next 15 days from Service provider. After one month if it is not made in order Dhanbad Municipal Corporation will forfeit the performance guarantee and cancel the agreement / Contract.

DHANBAD MUNICIPAL CORPORATION, DHANBAD

Commercial Bid

Name or work	:-	Repair & maintenance of street light installed at swag tubular pole at different road in Dhanbad city and to sale space for advertisement at these swag tubular pole.
Cost Of Tender docement	:-	Rs. 5000.00 (INR)
Sale of Bid Document	:-	from 29.09.2010
Pre Bid Meeting	:-	05.10.2010 (3:00 PM)
Date of Receiving of Tender	:-	07.10.2010 (up to 3.00 PM)
Date of opening of Tender	:-	07.10.2010 (3.30 PM)
Earnest Money	:-	Rs. 10000 .00 (INR) for each package
Issue to	:-	

**Chief Executive Officer,
Dhanbad Municipal Corporation,
Dhanbad.**

Full Signature of the Tenderer

DHANBAD MUNICIPAL CORPORATION

Short NIT No. 01/2010-11

Commercial Bid Form

Sl No.	Package No.	Package Name	No. of pole	Price Quoted per pole per year	Total price per years 4 x 5
1	2	3	4	5	6
1.	1	a) Shramik Chowk to Randhir Verma Chowk via Dhanbad Railway Station b) Barmasia Over Bridge. c) Bhuli Over Bridge.	103	Rate Quoted by bidder	
2.	2	I.S.M. to Goal Building	169	Rate Quoted by bidders	
3.	3	C.I.M.F.R. to Memco More.	100	Rate Quoted by bidders	
4.	4	a) Polytechnic more to Randhir Verma b) Chowk, Kala Bhavan to Town Hall c) Golf Ground to DSP residence Hatia morh.	129	Rate Quoted by bidders	
5.	5	Birsa Chowk (Bank more) to Dhansar chowk via Panitanki, Shakti Mandir, Jora phatak.	85	Rate Quoted by bidders	

Chief Executive Officer,
Dhanbad Municipal Corporation,
Dhanbad.

Full Signature of the Tenderer

Annexure – 1

To,

Chief Executive Officer,
Dhanbad Municipal Corporation,
Dhanbad.

Sub:- Tender for the work of

Dear Sir,

I / We have gone through carefully the enclosed bid document
and other connected papers for the work of

.....
.....
**AND I / We are Submitting the above tender work with following
details**

Full Signature of the Tenderer

Annexure – 2

BIDDER'S AUTHORISATION CERTIFICATE

To,

Chief Executive Officer,
Dhanbad Municipal Corporation,
Dhanbad.

<Bidder's Name> _____

is hereby authorised to sign relevant documents on behalf of the company in dealing with Tender of reference < *Tender No. & Date* > _____.

He is also authorised to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said tender.

Thanking you,

Authorised Signatory,

<Company Name>
Seal

Annexure – 3

Self - Declaration

Ref : _____

Date : _____

To,

Chief Executive Officer,
Dhanbad Municipal Corporation,
Dhanbad.

In response to the tender No. _____

dt. _____ of _____ Ref. _____

owner / partner / Director of _____ I / We

hereby declare that our Agency _____ is having unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for particular period of time.

Name of the Bidders :-

Signature :-

Seal of the Company :-