

CITY MUNICIPAL COUNCIL , HARIHAR

Tender Document

for

Operation & Maintenance of S T P

JUNE, 2009

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ನಂ.ನಸಹ/ವಾ.ಟೆಂ/ಸಿ.ಆರ್- /2009-10

ದಿನಾಂಕ:20/05/2009

ವಾರ್ಷಿಕ ಟೆಂಡರ್ ಪ್ರಕಟಣೆ

ಹರಿಹರ ನಗರಸಭೆಯು ನಗರದ 2009-10 ನೇ ಸಾಲಿಗೆ ಕೆಳಕಂಡ ವಿವಿಧ ಕಾರ್ಯಗಳಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ನಿರ್ವಹಣೆ/ಸರಬರಾಜಿಗೆ ವಿವರವಾದ ಪ್ರಸ್ತಾವನೆಯನ್ನು ಆಹ್ವಾನಿಸುತ್ತದೆ. ಪ್ರಸ್ತಾವನೆಗಾಗಿ ಬೇಡಿಕೆಯ ದಸ್ತಾವೇಜನ್ನು(ಆರ್.ಎಫ್.ಪಿ) ಶ್ರೀ ಎಂ.ಕೆ.ನಲವಡಿ, ಪೌರಾಯುಕ್ತರು, ನಗರಸಭೆ, ಹರಿಹರ, ದಾವಣಗೆರೆ ಜಿಲ್ಲೆ, ದೂರವಾಣಿ: 08192-244266 ಇವರ ಕಾರ್ಯಾಲಯದಿಂದ ಕಛೇರಿ ವೇಳೆಯಲ್ಲಿ ಪಡೆಯಬಹುದಾಗಿದೆ. ಪ್ರಸ್ತಾವನೆಗಾಗಿ ಬೇಡಿಕೆಯ ದಸ್ತಾವೇಜಿನಲ್ಲಿ ನಿಗದಿಪಡಿಸಿರುವ ಮಾನದಂಡಗಳ ಆಧಾರದ ಮೇಲೆ ಪ್ರಸ್ತಾವನೆಗಳನ್ನು ಮೌಲ್ಯಮಾಪನ ಮಾಡಲಾಗುವುದು.

ಕ್ರ.ಸಂ.	ಕಾರ್ಯನಿರ್ವಹಣೆ ವಿವರ	ಟೆಂಡರ್ ಫಾರಂ ಫೀ	ಇ.ಎಂ.ಡಿ. ಮೊತ್ತ
1	ನಗರದ ಬೀದಿ ದೀಪಗಳ ಕಾರ್ಯಾಚರಣೆ ಮತ್ತು ನಿರ್ವಹಣೆ	ರೂ.1500.00	ರೂ.20000.00
2	ತ್ಯಾಜ್ಯ ನೀರು ಸಂಸ್ಕರಣಾ ಕೇಂದ್ರದ ಕಾರ್ಯಾಚರಣೆ ಮತ್ತು ನಿರ್ವಹಣೆ	ರೂ.1500.00	ರೂ.20000.00
3	ಆರೋಗ್ಯ ಶಾಖೆಗೆ ಅಗತ್ಯವಿರುವ ಕ್ರಿಮಿನಾಶಕಗಳು ಹಾಗೂ ರಾಸಾಯನಿಕಗಳ ಸರಬರಾಜು	ರೂ.1000.00	ರೂ.15000.00
4	ಕಛೇರಿ ಕಾರ್ಯಗಳಿಗೆ ಅಗತ್ಯವಿರುವ ಡಾಟಾಎಂಟ್ರಿ ಆಪರೇಟರ್ ಹಾಗೂ ವಾಹನ ಚಾಲಕರುಗಳನ್ನು ಪೂರೈಸುವುದು	ರೂ.1000.00	ರೂ.10000.00
ಟೆಂಡರ್ ಫಾರಂ ಪಡೆಯುವ ವಿಧಾನ: ದಿನಾಂಕ:17/06/2009 ರಂದು ಸಾಯಂಕಾಲ 4.00 ಗಂಟೆಯೊಳಗೆ ಟೆಂಡರ್ ಫಾರಂಗಾಗಿ ನಿಗದಿತ ಶುಲ್ಕದೊಂದಿಗೆ ಕೋರಿಕೆಯನ್ನು ಪೌರಾಯುಕ್ತರು, ನಗರಸಭೆ, ಹರಿಹರ, ಇವರ ಹೆಸರಿನಲ್ಲಿ ನಗರಸಭೆಯಲ್ಲಿ ನೇರವಾಗಿ/ರಾಷ್ಟ್ರೀಕೃತ ಬ್ಯಾಂಕಿನಲ್ಲಿ ತೆಗೆಸಿದ ಡಿ.ಡಿ. ಅಥವಾ ಬ್ಯಾಂಕರ್ಸ್ ಚೆಕ್ ಮೂಲಕ ಪಾವತಿಸುವಂತೆ ಸಲ್ಲಿಸುವುದು			
ಟೆಂಡರ್ ಫಾರಂ ನೀಡುವ ದಿನಾಂಕ:19/06/2009			
ಟೆಂಡರ್ ಫಾರಂ ಸಲ್ಲಿಸಲು ಅಂತಿಮ ದಿನಾಂಕ:22/06/2009 ರಂದು ಸಾಯಂಕಾಲ 4.00 ಗಂಟೆಯೊಳಗೆ			

ಹೆಚ್ಚಿನ ವಿವರಗಳನ್ನು ಕೆಳ ಸಹಿದಾರರಿಂದ ಕಛೇರಿ ವೇಳೆಯಲ್ಲಿ/ಕಛೇರಿ ವೆಬ್‌ಸೈಟ್‌ನಲ್ಲಿ ಪಡೆಯಬಹುದಾಗಿದೆ.

ಅಧ್ಯಕ್ಷರು
ನಗರಸಭೆ, ಹರಿಹರ

ಪೌರಾಯುಕ್ತರು
ನಗರಸಭೆ, ಹರಿಹರ

Instructions to Tenderers

1. *CMC , Harihar* now invites ‘Two Part’ sealed tenders from eligible Tenderers for the Contract for “Operation & Maintenance of sewage treatment Plant” in harihar City municipal Council. The detailed scope of work for the project is set out in **Appendix–A**.
2. ‘Two part’ Tender in which both ‘TECHNICAL BID’ and ‘FINANCIAL BID’ should be separately submitted in duplicate in separate sealed covers.
3. ULB invites tenders from interested parties to submit their tender to provide ‘services’. The Tenders would be evaluated on the basis of the criteria set out in this Tender Document.
4. Each Tenderer shall submit a maximum of one (1) tender against this enquiry. Any tenderer who submits more than one tender will be liable for disqualification.
5. The tenderer shall be responsible and shall pay for all of the costs associated with the preparation of the tender and participation in the tender process.
6. Tenderer is also advised to examine carefully the instructions, prequalification requirements, forms of tender quality issues and ‘approved listed materials’ for lamps & accessories for each of the items etc.
7. At any time prior to the last date of submission of tender ULB, for any reason, whether at its own initiative or in response to clarifications requested by any tenderer, modify the tender document by the issuance of addenda.
8. The Tender shall remain valid for a period of **six calendar months** from the last date of submission of the tender. ULB reserves the right to reject any Tender, which does not meet this requirement.
9. In case the tenderer is not actually a resident of the ULB, where the present O & M contract is proposed, the tenderer should highlight how he will be organizing day to day requirements involved in the proposed O &M contract, if awarded to him..
10. The number of pumps indicated in the tender enquiry is based on the present assessment. However, the ‘ULB’ has liberty to increase or decrease the number of pumps during the period of the contract. The contractor has to carry on O&M on the actual quantities indicated by ULB and contract amount for such a revision will be worked out at prorate basis.
11. The tenderer should use the items and accessories of brands confirming to IS standards and as per technical specifications in the bid document. The tenderer should submit proof from the manufacturer that this material confirms to IS standards and also the technical specifications as specified in the tender documents, otherwise tender is liable to be rejected.

12. Pre-Qualification Requirements

The Tenderer who participate in this tender enquiry need to have following pre-qualifying requirements failing which the tender will not be considered. The documents to prove his capability has to be enclosed as formats set in **Appendix – D** of tender documents without further evaluation will not be considered.

- 12.1 Tenderer should have:
 - at least **one year** of experience in similar kinds of jobs in any organization/ ULB
 - valid license from Electrical inspectorate of Government of Karnataka
 - should be minimum Class I registered contractor
 -
- 12.2 Tenderer should engage only qualified and competent personnel for maintenance of STP. The Tenderer should have supervisor of at least diploma passed in electrical engineering from recognised polytechnic college having a valid electrical supervisor permit with valid permit issued by the electrical inspectorate of Government (duly attested qualification certificates need to be submitted). The other employees like operators need to have minimum two years certificate course in electrical trade resulting in national apprentice certificate from recognised ITI or its equivalent. Failing which tender will not be considered for evaluation.

- 12.3 Tenderer and employees should have full knowledge of the pump operating system including technical experience on the pump working systems, starter mechanism, protection etc.
- 12.4 The Tenderer among other things should produce the following along with tender document
- The Tenderer should provide the figures of Net Cash Accruals from its own audited financial statements and should be equivalent to at least 50% of the tendered cost.
 - Enclose copies of the statement of accounts duly certified by a Chartered Accountant, indicating the total turn over for the previous three financial periods
 - A statement indicating the net worth of the tenderer duly certified by a Chartered Accountant { should submit the abstract certified by chartered accountant with registration no. }

The offer of the tenderer, who do not qualify for the above pre qualification norms will not be considered for further evaluation.

13. Earnest Money Deposit (EMD)

- 13.1 Each Tender shall be accompanied by EMD of Rs.20000.00 [Rupees twenty thousand only].
- 13.2 The EMD shall be in the form of a crossed demand draft / banker's cheque drawn in favour of Municipal Commissioner , CMC , Harihar on any scheduled bank, payable at Harihar.
- 13.3 The EMD of every unsuccessful Tenderer would be returned within a period of eight weeks from the date of announcement of the Successful tenderer. The EMD submitted by the Successful Tenderer would be released upon furnishing of the Performance Security.

Format and Signing of Tender

- 14.1 The tenderer would provide all the information as per this tender enquiry. ULB would evaluate only those Tenders that are received in the required format and are complete in all respects. Each Tender shall comprise the following:

i. Qualification Submission

- a Covering letter in the format set out in **Appendix B**
- b. Details of the tenderer in the format set out in **Appendix C**
- c. Technical bid as per format set out in **Appendix D (Form D1 to D6)**
- d. Proof of Purchase of the tender Document

ii. Financial Offer:

- a. Financial offer in the format set out in **Appendix E & Appendix - F**

- 14.2 The Tenderer shall seal the "Technical bid" and the "Financial bid" separately in two envelopes, duly marking the envelopes as "Technical bid" and "Financial bid". These envelopes shall than be sealed in a single outer envelope.
- 14.3 The Tenderer shall prepare (1) one original and (1) one copy of the Tender, clearly marked "ORIGINAL" and "COPY" respectively. In the event of any discrepancy between the original and the copy, the original shall prevail.
- 14.4 The Tender, both the original and the copy, shall be typed or written in indelible ink and an authorised signatory of the tenderer shall initial each page. The person(s) signing the Tender

shall also initial all the alterations, omissions, additions, or any other amendments made to the Tender.

15. Sealing and Marking of Tender

- 15.1 The tenderer shall seal the original and copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in a single outer envelope.
- 15.2 Each of the envelopes, both outer and inner, must be superscribed with the following information:
- a. Name and Address of tenderer
 - b. Contact person and phone numbers
 - c. "Tender for the Project No. : [Insert the Tender Notification Number]"
 - d. TO BE OPENED IN THE PRESENCE OF TENDER EVALUATION COMMITTEE OR 'THE AUTHORISED PERSON' ONLY
- 15.3 If the envelope is not sealed and marked as instructed above, ULB assumes no responsibility for the misplacement or premature opening of the contents of the Tender submitted and such Tender, may, at the sole discretion of ULB, be rejected.

16 Tender Due Date

- 16.1 Tenders should be submitted before 4.00 pm on 22/06/2009, in the manner and form as detailed in this tender document. Tenders submitted by either facsimile transmission or telex will not be accepted.
- 16.2 ULB may, in exceptional circumstances, and at its sole discretion, extend the above Tender Due Date by issuing an Addendum.

17. Opening of Tenders and Clarifications

- 17.1 ULB would open the Tenders on any earliest convenient working day after the Tender Due Date for the purpose of evaluation.
- 17.2 ULB reserves the right to reject any Tender not submitted on time and which does not contain the information/documents as set out in this tender document.
- 17.3 To facilitate evaluation of Tenders, ULB may, at its sole discretion, seek clarifications in writing from any tenderer regarding its Tender.

18. Evaluation

- 18.1 As part of the evaluation, the Tenders shall be checked for eligibility criteria with the requirements of the tender and only those Tenders which are found to be responsive would be further evaluated in accordance with the criteria set out in this tender document
- 18.2 The Tender would be considered to be responsive if it meets the following conditions:
- a. it is received /deemed to be received by the Tender Due Date including any extension thereof.
 - b. it is signed, sealed and marked as stipulated in Clause 14 and Clause 15.
 - c. it contains all the information and documents as requested in the tender.
 - d. it contains information in formats specified in this tender document along with a proof of pre-site visit in written format to acquaint with the area and scope of work etc., and to start up the maintenance work immediately after the award of the contract without any lapse of time,
 - e. it mentions the validity period as set out in Clause 7.

- f. it provides information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by ULB without communication with the tenderer). ULB reserves the right to determine whether the information has been provided in reasonable detail.
- g. there are no inconsistencies between the Tender and the supporting documents.

A Tender that is substantially responsive is one that conforms to the preceding requirements without any material deviation or reservation. A material deviation or reservation is one

- i. which affects in any substantial way, the scope, quality, or performance of the contract, or
- ii. which limits in any substantial way, inconsistent with the tender document, ULB’s rights or the tenderer’s obligations under the Agreement, or
- iii. which would affect unfairly the competitive position of other tenderer presenting substantially responsive Tenders.

18.3 The responsive tenders shall be evaluated as per the criteria set out in **Appendix D**.

18.4 The ‘Financial bids’ of only the tenderer who meet the Qualification Criteria would be opened. The format for quoting the ‘Financial bid’ is set out in **Appendix E**.

18.5 The tenderer making the lowest “Financial bid” would be declared as the “Preferred Tenderer”. ULB may either choose to accept the Tender of the “Preferred Tenderer” or invite him for negotiations.

18.6 In case there are two or more Tenderers quoting the same lowest Financial Offer. ULB may in such case call all such Tenderers for negotiations and select the ‘preferred tenderer’ on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of ULB.

18.7 ULB reserves the right to reject any Tender, if:

- a. at any time, a material misrepresentation is made or discovered; or
- b. the tenderer does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Tender.
- c. the tenderer does not enclose the proof form from the manufacturer regarding the brand satisfying the technical specifications and as per IS standards and the specifications mentioned in the tender document.

19. In the event of acceptance of the preferred tenderer with or without negotiations, ULB shall declare the ‘Preferred Tenderer’ as the Successful tenderer. ULB will notify the Successful Tenderer through a Letter of Award (LoA) that its Tender has been accepted.

20. The ‘Successful tenderer’ shall execute the Agreement within one week of the issue of LoA or within such further time as ULB may agree to in its sole discretion.

21. The ‘Successful tenderer’ shall also furnish Performance Security by way of an irrevocable Bank Guarantee, as required under the Agreement.

22. Failure of the ‘Successful tenderer’ to comply with the requirements of Clause 20 or Clause 21 shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the EMD. In such an event, ULB reserves the right to.

- a. either invite the next lowest tenderer for negotiations **OR**
- b. take any such measures as may be deemed fit in the sole discretion of ULB, including annulment of the tendering process.

23. Notwithstanding anything contained in this tender document, ULB reserves the right to accept or reject any Tender, or to annul the tender process or reject all Tenders, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

24. Duration of the Contract

- a. The duration of the maintenance of the STP contract is on 'turnkey basis'. This includes material and manual labour with necessary facilities and all safety requirements to carry such works. It is the responsibility of the tenderer to operate the pumps at Halladakeri pumping station & STP station.
- b. The proposed period of such maintenance work will be for a period of one year with a provision to extend the contract for further period of up to two years, if the work is found to be satisfactory on completion of each year and with out any variation in rates. However, such extensions cannot be more than one year so that total contract period does not exceed two years from the date of initial award.

25. Tender prices

- a. The price quoted in part I of appendix I for operation shall be FIRM. No variations in prices on any account are acceptable once the contract is acceptable. The prices shall be firm throughout the contract period and extensions thereof. Where as cost of repairs will be paid to the service provider as per the rates quoted in part II of financial quotation in appendix II.
- b. The rate quoted in part I should be inclusive of material cost , expenditure incurred for staff, office accommodation and rate quoted in part II should be inclusive of all the O & M activities envisaged including cost of material, expenditure towards labour etc. This should also include charges towards taxes, packing insurance, forwarding and transportation charges or any incidental charges.
- c. Any changes in the prevailing tax rates applicable for such contract should be intimated to the municipal authorities with proof of document. All the basic rates will hold good till completion of work even if extension of contract period is granted by the ULB. However, in case of general revision of taxes on components by way of legislation, there will be procedure to claim / pass-on the difference to the contractor or vice a versa. In case of lowering of tax, the same shall be passed on to ULB, as part of the next monthly bill.

26. ULB Decision

In respect of all matter, including the granting of extension, the ULB shall if required to do so by the TENDERER, give in writing a decisions. In all matters of difference of opinion in respect of the contract, the decision of the “**Deputy Commissioner**” of the district shall be final and acceptable to the tenderer. This shall be part of the agreement.

Appendix - A

Scope of Work for the Contract

- 1.0 The Scope of work of the contractor for operating & maintenance of STP is set out below:
- Be fully responsible for the operations and maintenance of the STP and bear all recurring costs of procurement, supply, and replacement of various items of the pump, starter systems that are required for operations, maintenance & repairs relating to the Project as per the specifications set out in the tender document.
 - The ‘Contractor’ should use guaranteed quality items for better efficacy and performance standards for the pumps and electrical materials used during maintenance contract.
 - The fittings/accessories need to be purchased from authorised manufacturers, the brand confirming to IS standards only. A proof of “source” of purchase place along with invoice and sales tax content need to be furnished along each bill. Without these documents no payment can be processed for payment.
 - The ‘Contractor’ during period of the contract should repair/replace/change the burn out / failed / malfunctioning parts and accessories with the specifications / approved list. In case of violation of the use of products other than ‘approved make/brand’, a penalty equivalent to twice the unit rate applicable to that item would be levied.
 - Contractor should undertake regular cleaning of the pumping & starter units to remove the dust, deposits, water accumulated, if any at least once in three months as part of O & M contract.
 - Contractor should maintain the operating units neatly .
 - Contractor will be responsible for missing of any parts in existing street light fittings
 - No extra compensation will be allowed and paid in case of short circuit due to externalities such as ‘over voltage’ resulting in mass fusing out of connected accessories. If required, contractor can have an insurance policy for such situations at his cost, if available..
 - contractor should verify that the I&D canals are not choked through out the day
 - Contractor should see the that sewage through the I&D canals is not flowing to the river except during rains , where storm water to be routed to the river.
 - Contractor will arrange to clear any blockage in UGD line after I&D point , ensuring proper safety precautions to enter the manholes.
 - Contractor has to operate STP & halladakeri pumping stations 16 hours a day by providing pump operators in 2 shifts & provide security personnel at STP. Also scavengers are to be deployed to clear the blockages if any at I& D points.
 - Contractor will be responsible for any thefts at STP.
- 2.
- a. **The various types of pumps and starters at halladakeri pumping station:**
 - i) 40 hp motors : 03 no.
 - ii) 15 hp motor : 01 no.
 - iii) 40 hp auto transformer starter : 03 no.
 - iv) 15 hp auto transformer starter: 01 no.
 - b. **The various types of pumps and starters at STP:**
 - i) submersible sewage pumps of non clog type (25 HP) : 02 no.
make: kishor ; model: KDS-25 M-DN-100 ; capacity 184 cum/hr
 - ii) Non return valve (250mm dia): 2 no.

iii) star delta starter , 25 hp kishor make: 02 no.

3. Monitoring and Reporting System

- a Contractor should prepare the database of running status of pumps every day. Any failure in the pumps/ electrical units need to be reported to the authority with out any delay & estimation for the same to be prepared & submitted to the ULB for approval.
- f. Repair & replacement if any to be carried out as per the approved estimation and consolidated bill for the month is to be submitted along with the proof of purchase of the replaced parts. Bill to be prepared on prorate basis.
- g. The replaced/released item need to be handed over to “ULB” for further disposal/destruction as the case may be. These shall be the property of ULB. The released material is not to be stored in contractor’s premises.

4.0 Bill payment

- a. Contractor will be entitled to receive the equivalent monthly (1/12) payment operational expenditure on the basis of accepted annual contractually payable amount, & repair cost if any for the month to be submitted on prorate basis .
- b. A Proof for buying material from authorised dealers of the “brands” along with the invoice need to be furnished along with each bill. Without these documents no payment can be processed for the payment.
- h. Contractor should submit his equivalent monthly bill within 5th of every month.to the “ULB”. After scrutinizing the bill, “ULB” will make payment monthly basis.
- i. In case any excess payment is made to the Contractor by mistake or otherwise, the “ULB” will have the right to recover the payment made from the amounts due on the work or from the amounts due to him in any other supply or this supply or security deposits for such supplies of any section under “ULB”/local bodies.
- j. The last bill of the payment will be arranged to the “Contractor” only after taking over by the new Contractor or agency but only after joint inspection of entire system after accounting the satisfactory functioning.

5.0 Penalty Clauses

- a) Contractor should repair/replace the faulty materials within 3 days from the time of occurrence of failure.
- b) If at any time the I&D canals are found in choked condition, a penalty equal to the man day will be levied.
- c) If at any time except during rains, sewage through the I&D canals is found flowing to the river a penalty equivalent to a man day will be levied.

6.0 Supplementary Information for contractor

- a The contractor shall maintain the attendance register of the staff .
- b. Contractor should strictly follow the rules laid down by Electrical Inspectorate, Labour Commissioner. Local body will not be responsible for any dispute arising thereon between contractor & his employees and/or contractor, employees & public including accidents & claims thereon. All works shall be executed in accordance with all applicable laws unless otherwise agreed to in writing by the ‘ULB’.
- c. Contractor should carry out the Annual Maintenance work in close coordination with electricity board authorities and concerned Engineer of the local authority.
- d. All the employees of the contractor including himself/herself should be covered with enough life insurance and the proof for the same should be provided, whenever required.

7.0 Practising of safety aspects & rules

The contractor should adhere to all safety aspects and Rules and also electricity board inspectorate regulations while carrying transformer/pump maintenance work.

The standard uniform approved by “ULB” along with ID card, rubber shoes; hand gloves, safety belts and helmets shall be worn by employees of the successful Contractor engaged in the maintenance work.

Appendix A
Details of Tenderer
(On the letter Head of the Tenderer)

1. (a) Name of tenderer
- (b) Address of the Office(s)
- (c) Date of incorporation and/or commencement of business
2. Brief description of the tenderer's main lines of business

3. Details of individual(s) who will serve as the point of contact/communications for municipality with the tenderer
 - (a) Name
 - (b) Designation
 - (c) Company/Firm
 - (d) Address
 - (e) Telephone Number
 - (f) E-mail address
 - (g) Fax number
 - (h) Mobile number

4. Name, Designation, address and phone numbers of authorised signatory of the Tenderer
 - (a) Name
 - (b) Designation
 - (c) Company/Firm
 - (d) Address
 - (e) Telephone Number
 - (f) E-mail address
 - (g) Fax number
 - (h) Mobile number

Signature & name of Authorised Person

Date _____

Appendix D
Technical Bid Form D - 1
Qualifications of the Tenderer and Staff

1. Name:
2. Profession
3. Present Designation:
4. Years with Firm/Organization:
5. Nationality:
6. Area of Specialization:
7. Proposed Position on Team:
8. Key Qualifications:
(Under this heading, give outline of staff member's experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half – a – page)
9. Education*:
(Under this heading, summarize college/university and other specialised education of staff member, giving names of schools/colleges etc., dates attended and degrees obtained. Use up to a quarter page)
10. Experience**
(Under this heading, list all positions held by staff member since graduation or any other education qualification, names of employing organization, title of positions held and location of assignments. For experience in last two years, also give types of activities performed and client references, where appropriate. Use up to three quarters of a page)
11. Languages:
(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor')

Note: Attach sufficient documentary proof against each qualification/experience claimed. Photocopy this sheet and use for more each employee present.

** The minimum educational qualification for supervisor is diploma in electrical/mechanical engineering from recognised polytechnic college and for field employees/linemen, the minimum qualification is two years certificate in electrical /fitter trade resulting in national apprentice certificate from recognised ITI or its equivalent.*

*** Tenderer should have at least two years of experience in similar kinds of jobs in any other ULB/organization.*

Signature of Authorised Person

Appendix D

**Technical Bid Form D - 2
Financial Capability**

The Tenderer shall have aggregate **Net Cash Accruals** for the last two completed financial years equal to Rs.4.00 lakh [*Rupees four lakh only*] *OR*
Should have net worth equal to Rs.8.00 lakh for the last two completed financial years OR
Solvency certificate for an amount of Rs. 8.00 lakh

(Rs. Lakh)

2008-09	2007-08	Total

The tenderer should provide the figures of Net worth/ cash Accruals from its own audited financial statements. The guiding factor for Net cash accruals could be considered at least 50% of the tendered cost.

Instructions:

- a. Net Cash Accruals = (Profit After Tax + Depreciation + Non-cash Expenses)
- b. The financial year would be the same as the one normally followed by the bidder for its annual report
- c. The Applicant shall provide the audited annual financial statements as required under this tender document. The financial statements shall be duly supported by a certificate from the statutory auditor of the firm/company, which shall clearly indicate the membership number and contact details of the statutory Auditor.

Signature and Name of Authorised Person

Date:

Appendix D

**Technical Bid Form D - 5
Format for Anti-Collusion Certificate
Anti – Collusion Certificate[#]**

I* / We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, !We will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

I/We hereby certify and conform that in the preparation and submission of our proposal, I/ We have not acted in connect or in collusion with any other bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

I/We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this Day of, 2004

.....
(Name of the Bidder)

.....
(Signature of the Bidder / Authorised Person)

Appendix D

**Technical Bid Form D - 6
Pre-Tender Site Visit**

(On the letterhead of the Tenderer)

Date:

To: Municipal Commissioner
City Municipal Council
Harihar

Sub: Operation & Maintenance Contract for Street Lighting System

Ref: Your notification no: _____ dated _____

Dear Sir/Madam

I/We confirm that, the undersigned has visited the area under the proposed contract and verified the details of the street lighting system. We confirm that the street lighting details are matching with the data provided by the ULB.

I/We also hereby agree and undertake as under:

Signature of Authorised Person

Name of the Authorised Person

Date _____

Appendix E
Financial Offer for the Project
(On the letter head of Tenderer)

Date:

To,
The municipal Commissioner
City Municipal Council
Harihara

Sub: Operation & Maintenance of Street Lighting System

Ref: Your notification no: _____ dated _____

Dear Sir/Madam

Having gone through the tender document and having fully understood the scope of work for the project as set out by [insert the name of municipality] and the product specifications as mentioned in **Appendix – D (Technical Bid Form D-4)**, we are pleased to inform that we would charge as below the execution of the works envisaged under the scope of work indicated in this tender document.

Sl.	Description of the Work	Unit	Value (Rupees)	
			In Figures	In Words
1	Operation of STP & Halladakeri pumping station by Providing pump operators, security personnel and scavengers			
2	Repair of various pumps, motors & starters (contractor has to quote rates for different job works, electrical repairs specifying the description of work)			
	Total			

** Please enclose additional sheets to explain how the unit rates are estimated

Note: All the rates quoted shall include the total expenditure inclusive of labour, taxes, etc., if any.

We have reviewed all the terms and conditions of the tender and would undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be, no deviations from the stated terms and conditions contained therein. We hereby declare that there are, and shall be, no deviations from the stated terms in the tender document.

Yours faithfully,

For and on behalf of (*Name of Tenderer*)

Duly signed by the Authorised Signatory of the Bidder

(Name, Title and Address of the Authorised Signatory)

AGREEMENT

This **AGREEMENT** entered into on this the *[Insert date]* day of **June, Two Thousand and nine at Harihara;**

BETWEEN

City Municipal Coouncil, Harihar acting through Municipal Commissioner, (hereinafter referred to as "ULB" which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns); OF THE ONE PART

AND

[Insert name and registered office address of the selected bidder], (hereinafter referred to as "**the Contractor**") which expression shall unless excluded by or repugnant to the context, be deemed to include its permitted successors and permitted assigns), **OF THE OTHER PART**

WHEREAS:

- A. The ULB have decided to off load the operation and maintenance of street lighting system to eligible contractors underwhich the eligible contractor would maintain the street lighting system on his own in the period of contract awarded.
- B. The ULB invited competitive tenders from eligible tenderers to carry out "**Operation & Maintenance of street lighting system**" (hereinafter referred as "**the Contract**").
- C. In response thereto, the ULB has received tenders from several tenderers and after evaluation thereof, has accepted the tender submitted by the Service Provider.
- D. ULB hereby grants and authorises the Service Provider to implement the project in accordance with the terms and conditions of this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

"Agreement" shall mean this Agreement, and includes any amendments hereto made in accordance with the provisions hereof.

"Applicable Law" shall mean all laws in force and effect, as of the date hereof, and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project/the Contractor.

“**Competent Authority or Authority**” the “Commissioner / Director of DMA / concerned Engineers/ President of local bodies and any other “Authority”” applicable in such as the case may be.

The “**Engineer**” shall mean “Asst. Ex. Engineer / authorised engineer” of the ULB.

“**Engineer in-charge**” means “the Asst. executive Engineer directly in-charge of the works or his authorised Engineers”

“**Tenderer**” means, “the person or persons, Firm or Consortium or Company submitting a tender for the work, contemplated either directly or through a duly authorised representative”.

The term “**The Contract**” shall mean the “invitation to tender, the instructions to tenders, the tendered/acceptance of Tender, ‘Particulars’ herein after defined and those general/ special conditions and schedule of contract form” that may be added.

This will include:

- a. Contract Agreement, General conditions of contract, schedule of contract form and all other documents
- b. Specifications of the equipment to be furnished under the contract
- c. CONTRACTOR’S TENDER proposal including the letter of clarifications thereto between the CONTRACTOR and the Purchaser or the Engineer prior to the award of “Contract”
- d. All the materials, literature, data and information of any sort given by the CONTRACTOR along with his TENDER, subject to the approval of the Purchaser or the Engineer
- e. Any agreed variations to the conditions of the documents and specifications and special terms, schedule of contract form and conditions

“**Contractor**” means ”person or persons, Firm or consortium or Company who have entered into contract for the execution of the work and shall include the contractor’s legal, personal representatives, successors, assignees”.

The “**Sub-Contract**” shall mean “the person named in the contract of any part of the work or any person to whom any part of the contract has been sub-let with the consent in writing of the Engineer and the legal representatives, successors and assignees of such person”.

“**Drawing**” means the “drawing referred to in the tender documents and any modification of such drawing approved in writing by the Engineer, or such other drawing as from time to time be furnished or approved in writing by the Engineer”.

“**Ward/Area**” means, “lands and other places, on under, in or through which the works are to be executed carried out or any other lands or place provided by the “Authority” for the purposes of contract. These terms shall also include material stocking place and the area which the temporary structures are put in for works.

“**Tests**” means, “such tests as are required to be carried out either by the Contractor or by Engineer-in-charge from time to time and on completion as detailed in the specifications, before the work is certified as being satisfactory”

“**Month**” shall mean “a month as reckoned by English Calendar”

The term “**Material**” shall mean “anything used in the Lighting System”

The term “**the Store**” shall mean “what the area where tenderer agrees to supply under the contract as specified in the acceptance of tender”

“**Commercial use**” shall mean that “use of the work which the contract contemplates or of which it is to be capable of suing commercially”

“**Maintenance Period**” shall mean “a period of 12 (Twenty four) months commencing immediately after commencement of the work”

“**Specification**” shall mean, “the instructions provisions, conditions, detailed requirements contained in the tender documents”

“**Work**” or “**Works**” shall mean and include “any or all and implement other tools of all description necessary for the execution of the work in safe and workman like manner”

“**Origin**” means “the place where the plant and materials or component parts thereof are produced”.

“**Writing**” shall include “any manuscript, typewritten or printed statement, under or over signature or seal as the case may be”

“**Persons**” shall include “firm company, organisation, corporation and other body of persons whether incorporated or not”

“**The Inspector**” shall mean “the “Authority” for the time being or such other person as may be duly authorised and appointed in writing by the “Authority” to act as an “Inspector” for the purpose of the contract”

“**Approved**” shall mean the “written approval of the “Authority” or Engineer or of the inspector” as the case may be

“**Commissioning**” shall mean “the first regular operation for commercial use”.

“**Ward Committee**” means a committee formed by ULD of nominated residents of the area where the present contract is covered and give the feedback to the ULD on the status of the burning of lamps and the quality of work by the contractor

ARTICLE 2

GRANT OF CONCESSION

2.1 Grant of Concession

Subject to and in accordance with the terms and covenants set forth in this Agreement, the ULB hereby grants and authorises the Contractor to operate and maintain the street lighting system

Provided further that, subject to and in accordance with the terms and covenants set forth in this Agreement, the ULB grants and authorises the Contractor to operate and maintain street lighting system...

2.2 Concession Period

The Concession hereby granted is for a period of 12 months from the Appointed Date (hereinafter referred to as the "Concession Period").

Provided, in the event of Termination, the Concession Period shall mean and be limited to the period commencing from the Appointed Date and ending with the Termination Date.

ARTICLE 3

OBLIGATIONS OF THE CONTRACTOR

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Contractor shall have the following obligations:

3.1 Operation and Maintenance of Street Lighting System

- a. The Contractor shall within the agreement Period operate and maintain the street lighting system in accordance with the O & M Requirements set out in **Appendix A**, without any liability to the ULB.
- b. In performance of its obligations under (a) herein above, the Contractor shall, without any liability to the ULB, undertake to:
 - i. bear all costs towards procurement of materials and equipment for installation and erection, commissioning and maintenance of the street lighting system
 - ii. bear all costs towards manpower, and other related activities.

3.2 General Obligations

- i. allow the local authority/ Engineer to inspect the status of street lighting system at any area/ward and at any time in accordance with the provisions of this Agreement.
- ii. allow the local authority/ Engineer to inspect the stock godown at any time in accordance with the provisions of this Agreement.

- iii. Allow the ward committee members to inspect and inform the status of lamps burning to the ULB once in a month or so.
- iv. comply with the recommendations of the local authority with regard to operation and maintenance of the street lighting system in accordance with the provisions of this Agreement.
- v. procure all the Applicable Permits and be in compliance thereof at all times during the period of this Agreement.
- vi. conform and comply with Applicable Laws at all times during the period of this Agreement.

ARTICLE 4

ULB's OBLIGATIONS

4.1 Handover of Street Lighting System

The ULB shall, within 7 days from the Appointed Date, handover the awarded area of street lighting system on as-is-where-is basis, for the purpose of implementing the Project.

4.2 Engineer or any other competent authority

- a. The ULB shall within 7 days of the Appointed Date, nominate any field engineer or any other competent authority for the purposes of co-ordinating, supervising and monitoring the operation and maintenance of the street lighting system.
- b. The engineer or any other competent authority shall ensure that the street lighting system is operated and maintained as per the Operation and Maintenance Requirements during the tenure of the Concession.
- c. In case of replacement of the Engineer or any other competent authority, the ULB shall intimate to the Contractor within 7 days thereof.

4.3 General Obligations

ULB shall:

- a. where appropriate, provide necessary assistance to the Contractor in securing Applicable Permits.
- b. observe and comply with all its obligations set forth in this Agreement.

ARTICLE 5

HANDBACK REQUIREMENTS

5.1 Ownership

Without prejudice and subject to the Concession, the ownership of the street lighting system, including all improvements made therein by the Contractor, shall at all times remain that of ULB.

5.2 Obligations of Parties

(a) Contractor's Obligations

- i. The Contractor shall on the date of expiry of the agreement Period, hand back peaceful possession of the street lighting system to the ULB.
- ii. At least three months before the expiry of the Concession Period, the Engineer or any other competent authority and the Contractor shall undertake a joint inspection of the street lighting system. The ULB, shall within 15 days of such inspection furnish to the Contractor of the detail of works, if any, to be carried out so as to conform to the O & M Requirements. The Contractor shall promptly undertake and complete such works at least one month prior to the expected expiry of the Concession Period and ensure that the Project Facility continue to meet such requirements until the same are handed back to the ULB.
- iii. The Contractor hereby acknowledges ULB's rights specified in Article 7.3 enforceable against it upon Termination and its corresponding obligations arising therefrom. The Contractor undertakes to comply with and discharge promptly all such obligations.
- iv. At least 3 months prior to the expiry of the Concession Period, the Contractor shall, for due performance of its obligations relating to handback of the Project Facility, submit to ULB a bank guarantee, in the form as set forth in Appendix - I ("Handback Guarantee"), from a bank acceptable to ULB. The Handback Guarantee shall be kept valid for a period of six (6) months.

(b) ULB's Obligations

The ULB shall, subject to ULB's right to deduct amounts towards;

- i. carrying out works listed under Article 5.2(a)(ii), which have not been carried out by the Contractor,
- ii. any outstanding dues, which may have accrued in respect of the Project Facility during the period of the Concession.

ARTICLE 6

FORCE MAJEURE

6.1 Force Majeure Event

Any of the following events resulting in Material Adverse Effect shall constitute Force Majeure Event:

- a. earthquake, flood, inundation, landslide;
- b. fire caused by reasons not attributable to the Contractor or any of the employees, contractors or agents appointed by the Contractor for purposes of the Project;
- c. acts of terrorism, war, invasion, rebellion, riots, military action or civil war;
- d. Over voltage and/or any other power quality problems

Save and except as expressly provided in the Agreement, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss / damage relating to or arising out of occurrence or existence of any Force Majeure Event. However, the Contractor shall be entitled to receive and appropriate the proceeds of any insurance obtained by it.

6.2 Performance Obligations

- a. As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Concessionaire shall notify the engineer or any other local authority of the same setting out in reasonable detail the nature of such Force Majeure Event.
- b. If the Concessionaire is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that due notice of the Force Majeure Event has been given as required by the preceding sub-clause.

ARTICLE 7

EVENTS OF DEFAULT AND TERMINATION

7.1 Events of Default

Event of Default means either Contractor Event of Default or ULB Event of Default or both as the context may admit or require.

a. Contractor Event of Default

Any of the following events shall constitute an event of default by the Contractor ("**Contractor Event of Default**"), unless caused by a ULB Event of Default or a Force Majeure Event:

- i. The Contractor has not started his work of operation and maintenance of the Project Facilities, or any part thereof, within 10 days from the contract award Period.
- ii. The Contractor has failed to adhere to the operation and maintenance Requirements for of the street lighting system, in accordance with **Appendix - A**, in the assessment of the local authority.
- iii. The Contractor has not maintained the street lighting system in accordance with the operation and Maintenance Requirements for a period exceeding 7 days, except where performance has been prevented by a Force Majeure Event.
- iv. The Contractor has not remedied the defects identified by the local authority or the engineer in accordance with the O & M Requirements, except where performance has been prevented by a Force Majeure Event.
- v. The Contractor has repudiated or abandoned the Project;

b. ULB Event of Default

Any of the following events shall constitute an event of default by the ULB ("**ULB Event of Default**"), unless caused by a Contractor Event of Default or a Force Majeure Event:

- i. ULB has failed to handover the street lighting system from previous contractor within the stipulated period as set out in Clause 4.1, and more than 90 days have elapsed from the Appointed Date.
- ii. ULB has repudiated this Agreement

7.2 Termination due to Event of Default

a. Termination for Contractor Event of Default

Without prejudice to any other right or remedy which the ULB may have in respect thereof under this Agreement, upon the occurrence of a Contractor Event of Default, the ULB may terminate this Agreement by issuing a Termination Notice setting out the underlying Event of Default and the Termination Date. The Contractor shall continue to perform its obligations under the Agreement till Termination Date.

b. Termination for ULB Event of Default

Without prejudice to any other right or remedy which the Contractor may have in respect thereof under this Agreement, upon the occurrence of ULB Event of Default, the Contractor shall be entitled to terminate this Agreement by issuing Termination Notice.

c. Termination Payments

Upon Termination of this Agreement on account of Contractor Event of Default, the Contractor would not be entitled to any compensation from the ULB and the Performance Security, if subsisting, shall be forfeited.

Upon Termination of this Agreement on account of ULB Event of Default the Concessionaire shall be entitled to receive from ULB, balance payment for the completed duration.

7.3 Rights of ULB on Termination

- (a) Upon Termination of this Agreement for any reason whatsoever, ULB shall upon making the Termination Payment, if any, to the Contractor have the power and authority to:
 - i. take possession and control of the Project Facility forthwith;
 - ii. prohibit the Contractor and any Person claiming through or under the Contractor from dealing with the Project Facility;
- (b) Notwithstanding anything contained in this Agreement, ULB shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularisation of employment, absorption or re-employment on any ground, in relation to any Person in the employment of or engaged by the Contractor in connection with the Project, and the handback of the Project Facility by the Contractor to ULB shall be free from any such obligation.

7.4 Accrued Rights of Parties

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to the Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

ARTICLE 8

DISPUTE RESOLUTION

8.1 Amicable Resolution

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement, shall in the first instance be attempted to be resolved amicably by meetings between the Parties.

8.2 Arbitration

Any dispute which is not resolved amicably shall be finally settled by binding arbitration, with the District Commissioner serving as the sole Arbitrator. The place of arbitration shall ordinarily be the District Commissioner's office. The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties.

Pending the submission of and/or decision on a dispute, the parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such arbitration award.

**ARTICLE 9
MISCELLANEOUS**

9.1 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India and courts of the District Head Quarters will have jurisdiction relating to all matters arising from this Agreement.

9.2 Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

For and on behalf of THE ULB by
(Signature)

SIGNED, SEALED AND DELIVERED

For and on behalf of the Contractor by:
(Signature)

(Name)

Municipal Commissioner
City municipal Council
Harihar

In the presence of.

1)

2)

Appendix - 1

HANDBACK GUARANTEE
(PROFORMA OF BANK GUARANTEE)

THIS DEED OF GUARANTEE executed on this the _____ day of _____ at _____ by _____ (Name of the Bank) having its Head/Registered office at _____ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of

City Municipal Council, harihar, represented by the Commissioner, having its office at *Harihar*, hereinafter referred to as “ULB”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

- A. By the Agreement entered into between ULB and _____, a company incorporated under the provisions of the Companies Act, 1956/firm having its registered office at _____ (“the Contractor”) the Company/firm had been granted the Concession to implement the Project, as defined under the Agreement mentioned hereinabove.
- B. In terms of Article 4.2 or 4.3 as the case may be, of the Agreement, the Contractor is required to furnish to ULB, an unconditional and irrevocable bank guarantee for an amount of Rs. _____ *[insert amount in figures and words]* as security for due and punctual performance/discharge of its obligations under the Agreement, relating to handback of the Project Facility.
- C. At the request of the Contractor, the Guarantor has agreed to provide guarantee, being these presents, guaranteeing the due and punctual performance/discharge by the Contractor of its obligations under the Agreement relating to handback of the Project Facility.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS :

1. Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Agreement.
2. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s. _____ (hereinafter called “the Contractor”) of all its obligations relating to handback of the Project Facility.
3. The Guarantor shall, without demur, pay to ULB sums not exceeding in aggregate Rs. _____ *[insert amount in figures and words]*, within five (5) calendar days of receipt of a written demand therefor from ULB stating that the Contractor has failed to meet its performance obligations relating to handback of the Project Facility. The Guarantor shall not go into the veracity of any breach or failure on the part of the Contractor or validity of demand so made by ULB and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Contractor or any other Person. The Guarantor’s obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.
4. In order to give effect to this Guarantee, ULB shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for

performance granted to the Contractor or postponement/non exercise/ delayed exercise of any of its rights by ULB or any indulgence shown by ULB to the Contractor and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by ULB or any indulgence shown by ULB, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

5. This Guarantee shall be irrevocable and shall remain in full force and effect until _____² unless discharged/released earlier by ULB in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs _____ [insert amount in figures and words].
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Contractor/the Guarantor or any absorption, merger or amalgamation of the Concessionaire/the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO
ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by _____ Bank
by the hand of Shri _____
its _____ and authorised official.

²12 months from the date of issue of the Handback Guarantee in accordance with Article 5.2 of the agreement