

**CONTRACT**

This Contract is made and executed at Chandigarh on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**Between**

**Punjab Infrastructure Development Board (PIDB)**, a statutory Board established under Section 18 of the Punjab Infrastructure (Development & Regulation) Act, 2002, having its office at SCO.33-34-35, Sector 34-A, Chandigarh - 160022, hereinafter called the “Client”, which term shall where the context so admit include its assigns and successors of the one part;

**And**

\_\_\_\_\_, \_\_\_\_\_,  
having its office at \_\_\_\_\_, hereinafter called the “Contractor”, which term shall where the context so admit include its assigns, executors, successors, legal representatives and administrators of the other part;

.....individually referred to as “the party” and together referred to as “the parties”.

**WHEREAS** the Client is desirous of making appropriate power back-up arrangements for its office premises at SCO.33-34-35, Sector 34-A, Chandigarh - 160022 by engaging the services of a suitable contractor for supplying a Diesel Generator (DG) Set on lease basis along with the requisite operation & maintenance services in respect thereof.

**AND WHEREAS** the Client had conducted an open, transparent and competitive tendering process for selecting a suitable contractor for the aforesaid purpose.

**AND WHEREAS** the tender submitted by the Contractor has been determined as being suitable, financially lowest and consequently the same has been accepted by the Client.

**AND WHEREAS** the parties are desirous of recording the terms & conditions of the agreement on the basis of which the Contractor shall supply the DG Set to the Client on lease basis and also render the operation & maintenance services in respect thereof.

## **NOW THEREFORE THIS CONTRACT WITNESSES AS UNDER :**

### **1. Scope of Work :**

The scope of work of the Contractor shall include the following :

- i) To supply silent DG Set of 180 KVA, 3 Phase of \_\_\_\_\_ make with all the essential accessories, instruments etc. and install the same at the designated place at the roof top of the office premises of the Client at its own cost. *(However, all the wiring arrangements including provision, procurement and installation of the changeover switches, conduit pipes, electric wires etc. upto the rooftop as well as the earth wire connection arrangements from the ground level upto the rooftop level shall be got executed by the Client at its own cost through some qualified electrician.)*
- ii) To supply, install and connect with the DG Set, an exhaust pipe of appropriate specification at its own cost, so as to ensure minimal decibels of noise, which must be compliant with all the applicable norms stipulated by any concerned regulatory authority/ Government department.
- iii) To make arrangements for and bear the cost of transportation, loading & unloading of the DG Set, accessories, exhaust pipe etc. for installation of the same at the roof top of the office premises of PIDB. Mending at its cost, any damage caused to the office premises of PIDB or to the underlying property during loading, unloading, lifting, installation etc. of the DG Set, accessories, exhaust pipe etc..
- iv) To obtain on behalf of PIDB, all approval(s) or permission(s) as may be required to be obtained from any regulatory authority/ Government

department for the installing and operating the DG Set. However, the requisite fees, if any, payable to the authorities at the prescribed rates for obtaining such approvals/ permissions will be reimbursed to the Contractor by PIDB against furnishing proper proof of payment.

- v) To install the energy meter, carry out its calibration and to get the registration done with any concerned regulatory authority/ Government department, if required, at its own cost. *(However, Electricity Duty, if any, payable to the concerned Government department, shall be borne by the PIDB.)*
- vi) To complete the installation work and make the silent DG Set functional within a period of 21 days from the date of signing of this Contract.
- vii) To operate and maintain the silent DG Set in good running condition post-installation at all times during the Contract validity period, so as to ensure that the Client is able to avail uninterrupted power back up of 180 KVA, 3 - phase, for its office premises at all times during power supply failure. *(In case of any major break-down of the DG Set requiring substantial repairing time, alternative interim arrangements shall be made by the Contractor immediately by providing a substitute DG Set of identical capacity at its own cost.)*
- viii) To procure and make available at its own cost, all the essential lubricant oils, filters, belts, hoses, other spare parts etc. as well as the diesel, as may be required from time to time for the running and maintenance of the DG Set.
- ix) To deploy at its cost, well trained mechanic from time to time, on need basis, for carrying out periodic service and for rectifying any defects in the DG Set, as may be required. *(Compliance with the applicable labour laws shall be the sole responsibility of the Contractor. PIDB shall not be deemed to be the employer or the principal employer of the personnel deployed by the Contractor for executing the work on its behalf.)*
- x) To deploy at its cost, well trained personnel to remain on standby during the office working hours of PIDB for operating the DG Set. *(Compliance with the applicable labour laws shall be the sole responsibility of the Contractor. PIDB shall not be deemed to be the employer or the principal employer of the personnel deployed by the Contractor for executing the work on its behalf.)*

## **2. Performance Security :**

The Contractor has furnished Performance Security equivalent to the rate of the monthly consideration amount of the Contract by way of depositing Cheque/ Demand Draft no. \_\_\_\_\_ dated \_\_\_\_\_ for the amount of Rs. \_\_\_\_\_ in favour of PIDB. The Performance Security deposit shall not bear any interest. PIDB at its sole discretion, shall be entitled to appropriate the Performance Security deposit either fully or partially, if in the opinion of PIDB, the Contractor fails to satisfactorily perform any of its obligations listed out in Sub-clauses (i) to (x) of Clause 1 or in Sub-clause (ii) of Clause 3.

**3. Validity :**

- i) This Contract shall remain valid for a period of Two (2) years from the date of its signing. PIDB shall have a right to terminate this Contract without disclosing any cause or reason, by serving upon the Contractor one (1) months' prior written notice of its intention to terminate the Contract. The Contractor shall have no right to terminate the Contract before the period of Two years.
- ii) The Contractor shall remove the DG Set from the office premises of PIDB within three (3) days from the date of expiry of the validity period or early termination of the Contract, as the case may be at its cost. Further, the Contractor shall mend at its cost, any damage caused to the office premises of PIDB or to the underlying property during the un-installation, removal, loading etc. of the DG Set, accessories, exhaust pipe etc..

**4. Consideration**

Towards consideration for satisfactorily executing the Scope of Work as per Clause 1, PIDB shall pay lump sum cash consideration to the Contractor at the rate of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) per month. The cash consideration amount shall become payable to the Contractor w.e.f. the date on which the DG Set becomes functional at the first instance after successful installation at the office premises of PIDB. The cash consideration amount shall be paid by PIDB by way of an account payee cheque in favour of the Contractor on a monthly basis. The aforesaid lump sum amount of cash consideration shall be inclusive of all taxes. The financial liability on account of Service Tax, VAT, GST or any other tax or statutory levy whatsoever, shall have to be borne by the Contractor and PIDB shall not be liable to pay any amount over and above the aforesaid lump sum cash consideration amount. However, income tax at source shall be deducted by PIDB at the applicable rate while making the payment of the monthly cash consideration amount.

**5. Force Majeure :**

Any delays in or failure of performance by a party to this Contract shall not constitute default hereunder or give rise to any claims for damages against the said party if and to the extent caused by Force Majeure, including, but not limited to, acts of God or acts of Governments or of the public enemy, riots, war and war like hostilities, epidemics, quarantine restrictions, floods, explosions, shipment embargoes, earthquakes and/or any other cause whatsoever, whether similar or dissimilar to those enumerated, beyond the control of either party hereto.

In the event of Force Majeure, the parties hereto are to consult and agree upon the appropriate measures to be taken in order to eliminate, mitigate and minimize the consequences of such Force Majeure.

**6. Governing Laws :**

This Contract shall be governed by the laws of India.

**7. Severability :**

In the event of any provision of this Contract being held as invalid or unenforceable under the applicable laws, the remaining provisions of this Contract shall remain in full force and effect.

**8. Arbitration :**

Any dispute or difference arising out of this Contract shall be settled by mutual discussions and agreement between the parties. In case no agreement can be reached, the disputes shall be settled through arbitration proceedings to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitral proceedings shall be at Chandigarh. The arbitration proceedings shall be conducted in English language. The arbitration award shall be final and binding upon the parties.

**9. Jurisdiction**

The courts at Chandigarh shall have the exclusive jurisdiction over all issues concerning any subject matter of this Contract.

**In Witness Whereof The Client And The Contractor Have Hereunto Set Their Hands on the Day, Month And Year First Above Written.**

**Contractor**

\_\_\_\_\_

Witness:

\_\_\_\_\_

\_\_\_\_\_

**Client**

**Managing Director,  
Punjab Infrastructure Development Board  
Chandigarh**

Witness:

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