



# UTTAR HARYANA BIJLI VITRAN NIGAM LIMITED

(A Government of Haryana Undertaking)

Registered Office: C-16, Vidyut Sadan, Sector-6, Panchkula, Haryana

Office of CE/ PD&C, UHBVN, Panchkula

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To

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Contract. No. PDC-~~825~~ CE PDC/ SE PD/ XEN DD- III/ B- 581/ 2019

Dated: - 28.05.2019

Subject:

LOI cum Work Order for supply of material for construction of new 66 kV Towers for strengthening of existing 33 kV Rampur-Thimo and 33 kV Rampur-Ledi lines emanating from 220 kV Sub-station Rampur Kamboj at Low Lying/ Water Logging/ Forest Area alongwith complete civil works on turnkey basis under 'Op' Circle, Yamuna Nagar in geographical area of UHBVN.

This is to notify that your offer/ Bid Ref No. FLAIR/ UHBVNL/ NIT No. 237 (Bid No. B- 581)/ P&D/ 2018- 19/ 01 dated 11.03.2019 and up to date correspondence on the subject for the supply, erection testing & commissioning of material for construction of new 66 kV Towers for strengthening of existing 33 kV Rampur-Thimo and 33 kV Rampur-Ledi lines emanating from 220 kV Sub-station Rampur Kamboj at Low Lying/ Water Logging/ Forest Area alongwith complete civil works on turnkey basis under 'Op' Circle, Yamuna Nagar in geographical area of UHBVN against NIT No. 237/ P&D/ 2019 (against Bid No. B- 581) has been accepted for total equivalent value of Rs. 1,21,25,982.32 (Rupees One Crore Twenty One Lakh Twenty Five Thousand Nine Hundred Eighty Two and Paise Thirty Two Only) all-inclusive i.e. GST, F&I etc. and at the agreed terms & conditions and thus a contract has come into force in terms thereof.

### Scope of work:-

Supply and erection of 66 kV Towers and stringing of conductor for strengthening of existing 33 kV Rampur-Thimo & 33 kV Rampur-Ledi lines at low lying/ Water logging/ forest area emanating from 220 kV Sub-station Rampur Kamboj alongwith complete civil works under 'Op' Circle Yamunanagar in geographical area of UHBVN as work contract on Supply-cum-Erection Basis as per the details given below hereinafter referred to as "Works".

### NIT No. 237/ P&D/2018

Sr. No.	Description	Length of line
1	Construction of 66 kV Towers and stringing of conductor on existing 33 kV Rampur-Thimo and 33 kV Rampur-Ledi lines at low lying/ Water logging/ forest area	3.426 km

### WORK SCHEDULE

Your firm shall immediately start the work of route survey and route alignment of 33 kV transmission lines at sites. At the same time stub sets, Form Boxes, Sag Templates etc. in sufficient quantity shall also be arranged. Your firm shall commence the construction activity at sites within 15 Days from the date of award of contract and the Equipment will start arriving at sites within 01 month after the date of award of contract.

The schedule of prices is given as under:-

### Supply of material for 66 kV Towers, 150 mm<sup>2</sup> ACSR Conductor:-

Sr. No.	Description of Material	Unit	Qty.	Unit supply price (all inclusive) (in Rs.)	Total cost for supply of material (all inclusive) (in Rs.)
A	<b>TOWERS</b>				
1	Fabrication and supply of tower part with stubs, bolts & nuts, step bolts, U-bolts, hangers, D-shackle etc. of following type of 66 kV D/C KRR Design towers.				
1.1	66kV "DA" type Tower	No.	12	225385.03	2704620.36

	i) +3m extn. Only	No.	4	39522.92	158091.68
	ii) +6m extn. Only	No.	1	70140.38	70140.38
2	66kV "DB" type Tower	No.	1	329315.20	329315.20
	i) +3m extn. Only	No.	0	88860.37	0.00
	ii) +6m extn. Only	No.	0	150359.50	0.00
3	66kV "DC" type Tower	No.	1	347334.15	347334.15
	i) +3m extn. Only	No.	1	85489.74	85489.74
	ii) +6m extn. Only	No.	0	160719.30	0.00
4	66kV "DD" type Tower	No.	3	465561.21	1396683.63
	i) +3m extn. Only	No.	0	105680.24	0.00
	ii) +6m extn. Only	No.	2	182672.14	365344.28
5	Gantry	No.	0	304691.86	0.00
6	4 pole structure on 11 mtr. long PCC poles *	No.	4	101597.13	406388.52
7	Supply of earthing of towers				0.00
	i) Pipe type	Set	17	5647.46	96006.82
	ii) Counterpoise type	Set	0	0.00	0.00
3	Supply of following Tower accessories				0.00
	i) Danger Plate	No.	25	677.68	16942.00
	ii) Number Plate	No.	25	677.68	16942.00
	iii) Phase Plate(set of 3)	Set	13	677.68	8809.84
	iv) Circuit Plate (set of 2)	Set	25	677.68	16942.00
	v) Bird Guard (Set of 3)	Set	24	1694.23	40661.52
	vi) Anti climbing device	Set	17	9035.94	153610.98
<b>B</b>	<b>LINE MATERIAL</b>				0.00
4	Conductor (Wolf ACSR 150mm <sup>2</sup> )	km	20.69	132390.30	2739155.31
5	Earthwire (7/ 3.15 mm)	km	3.46	30260.64	104701.81
6	Antifog type disc insulators				0.00
	i) 70 kN Suspension type	Set	216	2521.72	544691.52
	ii) 90 kN Tension type	Set	468	3782.58	1770247.44
7	66 kV Post Insulators	No.	0	2521.72	0.00
8	Hardware Fittings				0.00
	i. Single 'I' Suspension String suitable for Wolf ACSR 150mm <sup>2</sup>	Set	72	756.52	54469.44
	ii. Single suspension pilot string suitable for Wolf ACSR 150mm <sup>2</sup>	Set	9	1373.46	12361.14
	iii. Single Tension string suitable for Wolf ACSR 150mm <sup>2</sup>	Set	156	1639.12	255702.72
	iv. Double tension string	Set	0	5850.76	0.00
9	Conductor & Earth wire Accessories				0.00
	i) Mid Span Compression Joint for conductor	No.	14	867.45	12144.30
	ii) Mid Span Compression Joint for earth wire	No.	4	98.28	393.12
	iii) Repair sleeves for conductor	No.	5	230.24	1151.20
	iv) Flexible copper Bond	No.	12	397.58	4770.96
	v) Vibration damper for Wolf ACSR	No.	456	801.94	365684.64
	vi) Vibration damper for earthwire	No.	50	472.13	23606.50
	vii) Earth-wire Tension clamp	No.	26	614.44	15975.44
	viii) Earth-wire Suspension clamp	No.	12	633.64	7603.68
	<b>Total</b>				<b>12125982.32</b>

**Total Rs. 1,21,25,982.32**

**(Rupees One Crore Twenty One Lakh Twenty Five Thousand Nine Hundred Eighty Two and Paise Thirty Two Only)**

**1. COMPLETION SCHEDULE:-**

The work shall be completed and shall have passed the tests on completion within 03 months from the date of issue of Letter of Intent (LOI). Date of inspection and clearance by Chief Electrical Inspector will be considered as date of completion of works.

Note: - The request for CEI clearance shall be made by SDO concerned through e-mail also with CC to work order issuing authority

**2. PRICE SCHEDULE: -**

All prices quoted by the Bidder shall be 'FIRM' during the performance of the Contract and shall not be subject to variation on any account except the unit price of ACSR conductor & towers (including its extension and gantries). The unit price of conductor shall be variable as per CACMAI circulars with base price 30 days prior to opening of tenders and applicable rate as on 30 days prior to offer of material for inspection. The unit price of towers shall be variable as per IEEMA circulars with base price 30 days prior to opening of tenders and applicable rate as on 30 days prior to offer of material for inspection. The price variation shall be applicable only during the contractual period as per

*APPROVED PERT CHART. However, if the material is supplied after the supply schedule as mentioned in the approved PERT Chart or after the contractual completion period, the payable price shall be lower of the prices arrived at after applying IEEMA indices on the required date of supply of material and the date of actual offer of material. The price variation formulas for tower and conductor shall be as per Annexure –XII of Bid Document.*

**3. TAXES & DUTIES: -**

The prices are inclusive of all GST, any other tax, duties, F&I and levies, as applicable and nothing extra shall be payable on this account under any circumstances.

**4. PROMOTION OF LOCAL ARTISANS: -**

In line with UHBVN policy for promoting local artisans, the work related to fabrication of transformer platform, clamps for mounting GO switches and other allied fabrication work of bending, welding, drilling etc. will be got done from local blacksmith / fabricator. You shall ensure that at least 50% of the fabrication work involved in the tender shall be got executed through local blacksmith/ fabricator. More than one blacksmith/ fabricator should be selected for getting the work, to avoid any monopoly or dependence on single source.

The minimum rate of fabrication will be Rs. 20 per kg including primer and paint coating inclusive of tax, if any. The transaction will be made through bank account and will be free from tax liabilities like GST etc. Any documentation in this regard and record of payment made to the fabricator will be maintained by the contractor.

**5. PENALTY FOR DELAY IN WORK: -**

0.25% per week or part thereof subject to maximum of 5% of value of leftover un-commissioned unit. The Employer may without prejudice to any other method of recovery, deduct the amount of such penalty from any amount due or to become due to the Contractor. The deduction of the penalty shall be made from the running bills of the contractor subject to the maximum of 50% of that bill amount. The remaining penalty amount, if any, shall be adjusted from the consequent final bill of the contractor, thereafter. However, the paying authority shall ensure that the pending payments against the contract are more than net penalty recoverable from the contractor. The payment or deduction of such penalty shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligation and liabilities under the Contract.

Note: A 33 kV Sub-station or 33/ 11 kV lines which can be independently utilized by owner shall be considered as a Unit of Package.

Deferment of delayed penalty:

UHBVN will symmetrically consider the request of the firm for deferment of recovery of penalty so as to ensure cash flow with the firm subject to the following:-

1. The firm will submit BG equivalent to the amount of delayed penalty.
2. 70% of the delayed penalty will be refunded provisionally subject to the condition that in case delayed penalties become leviable on finalization of the time extension case, the same shall be recovered along with interest as per SBI base rate plus 3% applicable on the date of release of payment.

An incentive for early completion of all the works of the NIT as a whole from the completion period as per Clause 25 and in accordance with Clause 29.2 will be given to the Contractor @ 1/2% (half percent) per fortnight subject to a maximum of 2.5% (two & half percent) of total contract amount.

**6. PAYMENT TERMS: -**

**The payment will be made as follows: -**

**a) Price component for material:**

- i) 50% payment of the cost of material including GST, F&I, other applicable Taxes and Duties etc will be made on receipt of material after verification at the project site/stores.
- ii) 40% payment of the cost of material will be made monthly on pro-rata basis after the material has been erected/ utilized at site and verified. Payment shall be released on the certification of the Engineer Incharge of the work.
- iii) Balance 10% payment shall be paid after inspection, testing, clearance by the CEI, Govt. of Haryana and commissioning of work and inspection by the Engineer Incharge and Third Party (existing, if any) jointly and handing over of the work to the Nigam. All the statutory requirement as well other formalities shall be got completed before release of final payment.

Note:- The delivery of the material shall be regulated in accordance with the quality Assurance Plan of Nigam.

The payment in the above cases shall be made on 30<sup>th</sup> day of submission of the bill and requisite documents to the executing office by the contractor after attending the discrepancies / shortcomings, if any pointed out by the Engineer-in-charge/ Executing office. All payments shall be made by the purchaser or his authorized agent to the supplier in rupees in India.

All payments shall be made by the concerned XEN/ Const. or XEN/ Civil Const. to the supplier in rupees in India.

For the proper project monitoring it has been decided to maintain a hindrance register at works site wherein contractor is allowed to write the problems being faced during the execution of the works. The register shall be checked/ reviewed by the PD&C wing on monthly basis.

**7. Performance Bank Guarantee: -**

You shall arrange to furnish performance bank guarantee **equal to 10% of total contract price** valid up to 90 days after expiry of warranty period i.e. defect liability period, within 15 days from the date of issue of LOI-cum-work order.

Further Penalty @0.35% per week or part thereof subject to maximum 2% of the value of BG if bank guarantee not submitted within 15 days from the date of issue of LOA/ LOI- cum- Work Order.

If the bank guarantee not submitted within 45 days from the date of issue of LOA/ LOI- cum- Work Order, the employer/ Nigam reserves the right to cancel the LOA/ LOI and initiate the action for allotment to L-2 firm at L-1 rate or below.

However before the expiry of above mentioned 45 days the contractor may seek approval for grant of additional one month (maximum) on payment of the entire penalty amount for 45 days as mentioned above. The grant of one month will not entitle the firm to claim the extension of the scheduled completion time.

**8. Signing of contract: -**

Final contract agreements, in all respect, shall be signed within 15 days from the date of the Notification of the Award and return it to the Owner. In case, your firm fails to submit the Contract Agreements duly signed within 15 days from the date of issue of detailed contract, the payment will not be released till the submission of Contract Agreements and penalty @ 0.25% per week or a part thereof shall be deducted from your bill subject to maximum 1% of Contract value.

**9. Force Majeure: -**

As per Clause 44 of Conditions of Contract of Bid documents.

**10. Inspection and Testing: -**

The material shall be inspected as per provision in Clause- 20 of Conditions of Contract of Bid documents at the works of manufactures and all tests shall be carried out as per provision in Technical Specification before dispatch. The material shall not be dispatched until and unless the same is authorized for dispatch by UHBVN. All type test certificates shall be got approved as per GTP and Technical Specifications from this office before dispatch of material.

**11. Storage of Material: -**

The contractor shall store all the material/ equipment in a well maintained store at his own cost. All the services required for maintaining the stores shall be at the cost of the firm.

**12. Packing: -**

The material shall be packed before dispatch as per provision in Clause 33.5 of Conditions of Contract of the Bid Documents and packing Clause of Technical Specification.

**13. Warranty Period: -**

The warranty of equipments shall be for the period as per provisions made in the Technical Specifications of the Nigam from date of commissioning and where the warranty period has not been specified, the same shall be 12 months. The manufacturers of these materials should not be blacklisted by any SEB / Utility of any State of India. In case, it is found that the material supplied is from any blacklisting firm the same shall be out rightly rejected and the firm shall be liable to arrange the same at shortest period of time without any relaxation of extension in completion time.

**14. DEFECTS AFTER TAKING OVER: -**

- a) The contract shall warrant that the equipment will be new, unused and in accordance with contract documents, and free from defects in material and workmanship for a period as specified in the warranty clause of Technical specification (TS) from the date of commissioning. However, in case the warranty period is not defined in the TS of Nigam, the same is to be considered as 12 months from the date of commissioning. The contractor's liability shall be limited to the replacement of any defective part in the equipment of his own manufacture or those of his sub-contractors under normal use, and arising solely from faulty design, material and/or workmanship provided always that such defective parts are repairable at the site and are not in meantime essential in the commercial use of the equipment. Such replaced/defective parts shall be returned to the contractor unless otherwise arranged. No repairs of replacement shall normally be carried out by the owner when the equipment is under the supervision of contractors supervisory engineer. In case the firm/supplier/contractor fails to replace the damaged material within stipulated period of 45 days, interest @ 10% shall be charged on the value of the material remained blocked.

- b) In the event of any emergency, where in the judgment of the engineer, delay would cause serious loss of damages, repairs or adjustment be made by the owner or a third party chosen by the owner without advance notice to the contractor and cost of such works shall be paid by the contractor. In event, such action is taken by the Employer the contractor will be notified promptly and he shall assist in making necessary correction. This shall not relieve the contractor of his liabilities under the terms and conditions of the contractor.
- c) If it becomes necessary for the contractor to replace or renew any defective portions, the provision of this clause shall apply to portion of the works so replaced or renewed until the expiry of twelve months from the date of replacement/ renewal of the defective parts/ portion of work. If any defects are not remedied within reasonable time the owner may proceed to do the work at the contractor's risk and cost. But without prejudice to any other rights which the owner may have against the contractor in respect of such defects.
- d) The repaired or new parts will be furnished and erected free of cost by the contractor. If any repair is carried out on his behalf at the site the contractor shall bear the cost of such repairs.
- e) The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the contractor the same shall be borne by the contractor.
- f) The acceptance of the equipment by the owner shall in no way relieve the contractor of his obligations under this clause.
- g) In case of those defective parts, which are not repairable at site but are essential for the commercial operation of the equipment, the contractor and the owner shall mutually agree to a program of replacement or renewal, which will minimize interruptions to the maximum extent, in the operation of the equipment.
- h) At the end of the guarantee period the contractor's liability ceases except for latent defects (\*). For latent defects the contractor's liability as mentioned in clause No. 14 (a) through 14 (g) above shall remain till the end of three years from the date of completion of guarantee period.

**i) The provisions contained in this clause will not be applicable;**

If the owner has not used the equipment according to generally approved industrial practice and in accordance with the conditions or operation specified and in accordance with manuals, if any.

In case of normal wear & tear of the parts to be specifically mentioned by the contractor in the offer.

(\* ) Latent defect shall mean such defects caused by faulty design, material or workmanship which cannot be detected during inspection, testing etc. based on the technology for carrying out such tests.

**15. QUANTITY VARIATION: -**

The employer reserves the right to increase or decrease the contract value or the quantity of Bid & Services specified without any change in unit price or other terms & condition during the execution of contract depending upon the final route plan/ actual execution required. The quantity of individual items may, therefore, vary as per final route plan and route profile of the line. The payment shall be made on actual basis for the material supplied and services rendered.

The Purchaser reserves the right to increase/ decrease the quantity/ value of works by 25% before the signing of contract and/ or during the currency of the contract at the same rate terms and conditions.

The quantity variation allowed shall be within  $\pm 25\%$  of contract value/works as a whole and not for each individual items.

**16. ERECTION CONTRACT: -**

Another contract for erection of material for 66 kV Towers & ACSR conductor under 'Op' Circle, Yamuna Nagar on turnkey basis has been placed upon you simultaneously. Any breach in the Contract of Erection of equipment/ material will automatically means breach of supply contract also.

**17. TESTS ON COMPLETION: -**

The same shall be governed as per clause-28-29 of the bid document.

**18. COMPLIANCE OF LAWS: -**

As per provision contained in clause 53 of conditions of contract of Bid documents, you will certified that you have complied with provisions of industrial and labour laws including provident fund/ ESI fund etc. as may be applicable.

**19. PROGRAMME: -**

As per clause No. 12 of the conditions of contract, you will submit program showing the general method, arrangement in the office CE/ PD&C, SE/ Construction and SE/ Civil.

**20. SETTLEMENT OF DISPUTES, ARBITRATION & BLACKLISTING OF THE FIRM: -**

The same shall be governed as per clause-55, 56 & 57 respectively of the bid document.

**21. WORK IN-CHARGE: -**

The work shall be got executed under the supervision of concerned XEN/ Const or XEN/ Civil Const. and his subordinates, falling under their jurisdiction.

You have agreed to all the terms and conditions as per I.T.B. and conditions of Contract and the Technical Specification i.e. Vol.-I, Vol.-II & Vol.-III of the Bid documents. Unless there is anything repugnant or contrary to context, all terms and conditions will be applicable as per I.T.B and conditions of the Contract and Technical Specifications of UHBVN i.e. Vol-I, Vol-II & Vol-III of Bid No. B-581.

This is without prejudice to other terms & conditions as contained in the Bid document for Bid No. B-581.

Yours faithfully,

  
Superintending Engineer/ P&D,  
UHBVN, Panchkula.

Endst. No. Ch- 37/CE PDC/ SE PD/ XEN DD- III/ B-581/ 2019

Dated: - 28.05.2019

Copy of the above is forwarded to the following for information and necessary action please.

1. SPS to Chairman-cum-Managing Director, UHBVN & DHBVN, Panchkula for kind information of worthy CMD, please.
2. SPS to Director/ Tech-I, UHBVN, Panchkula for kind information of the Director, please.
3. CE/ PD&C, UHBVN, Panchkula.
4. CE 'Op' Circle, UHBVN, Panchkula.
5. SE/ Construction, Circle, UHBVN, Panchkula.
6. SE/ Civil Construction, Circle, UHBVN, Panchkula.
7. SE 'Op' Circle, UHBVN, Yamuna Nagar.
8. FA/ HQ, UHBVN, Panchkula.
9. FA/ PD&C, UHBVN, Panchkula.
10. XEN/ Const., Division, UHBVN, Karnal.
11. XEN/ Civil Const., Division, UHBVN, Panchkula.

This allotment carries the approval of HPPC (Nigam) of UHBVN on dated 27.05.2019 and issued after pre-audit from FA/ PD&C, UHBVN, Panchkula.

  
Superintending Engineer/ P&D,  
UHBVN, Panchkula.