

To,

M/s Electrical Sales Corporation,  
 1726/3, Gali no. 7, Rajiv Nagar,  
 Near Sanjay Gram, Gurugram  
 E-mail- [electricalsalescorp@gmail.com](mailto:electricalsalescorp@gmail.com),  
[surendertomar1@gmail.com](mailto:surendertomar1@gmail.com)

Work Order No.: 332/D-V-18/Xen/D-II

Date: 5-11-2019

**Sub:** Contract for work under EOI-15 of erection, testing & commissioning of 1 No. 33 KV S/Stn. consisting of 8 panel set of 11 KV Breaker along with associated 33 KV lines {(16.50 KM) 13KM D/C common with 33KV line for 33KV S/Stn. 16 & 17} and 11 KV lines (5.00 KM) i.e. 33 KV S/Stn. Sector 9 & 11 under OP Circle Hisar within the jurisdiction of DHBVN.

Kindly refer to Letter of Award (LoAs) issued vide this office memo No. Ch-55/D-V-9/XEN/D-II dated 19.09.2019 for erection, of material testing & commissioning of 1 No. 33 KV S/Stn. consisting of 8 panel set of 11 KV Breaker along with associated 33 KV lines {(16.50 KM) 13KM D/C common with 33KV line for 33KV S/Stn. 16 & 17} and 11 KV lines (5.00 KM) i.e. 33 KV S/Stn. Sector 9 & 11 under OP Circle Hisar within the jurisdiction of DHBVN.

You vide your letter Ref. No. ESC/493/19-20 dated 03.10.2019 have submitted the Performance Bank Guarantee having No. 124519ILPER0016 dated 03.10.2019 for Rs 8395500/- and contract agreement submitted on dated 03.10.2019 supply of material, erection & civil works as required under clause 32.2 & 33 of I.T.B respectively.

On the basis of approved rates, the work for Sec-9 & 11 under OP Circle Hisar within the jurisdiction of DHBVN against Expression of Interest EOI-15/P&D/2019-20 is hereby placed upon you. Thus, a contract has come in to force in terms thereof.

#### 1. SCOPE OF WORK

Erection, testing & commissioning of 1 No. 33 KV S/Stn. consisting of 8 panel set of 11 KV Breaker along with associated 33 KV lines {(16.50 KM) 13KM D/C common with 33KV line for 33KV S/Stn. 16 & 17} and 11 KV lines (5.00 KM) i.e. 33 KV S/Stn. Sector 9 & 11 under OP Circle Hisar within the jurisdiction of DHBVN against Expression of Interest EOI-15/P&D/2019-20 as per terms and conditions of the EOI-13 for execution of following work:-

SR. NO.	NAME OF CIRCLE	NAME OF 33 KV S/STN.	CAPACITY OF P/T/F	LENGTH OF 33KV LINE (IN KM)	LENGTH OF 11KV LINE (IN KM)
1	Hisar	Sec-9&11	1X10 MVA	{{(16.50 KM) 13KM D/C common with 33KV line for 33KV	5.00

				S/Stn. 16 & 17}	
--	--	--	--	-----------------	--

## 2. **WORKS-IN-CHARGE:**

"Engineer-in-charge" i.e. Superintending Engineer/Construction circle concerned shall be the Nodal Officer for the works to be executed. He will ensure supply & erection of material against the contract strictly as per technical specifications. The execution of the works shall be got carried out by Xen/Construction concerned under the control of SE (Const.) concerned and civil part (if any) by Xen(C/works), DHBVN, Hisar under the control of SE/Civil, DHBVN, Hisar. They will be directly responsible for the execution of Works, measurement and verification of bills for payments.

The detail sketch of 33 KV Line be supplied to contractor by SE/Const., Circle, DHBVN, Hisar.

## 3. **COMPLETION SCHEDULE:**

### Time for completion:

The work shall be completed and shall have passed the tests on completion within 12 (Twelve) 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. However, for 33 kV Sub-Station works one week after inspection & clearance by Chief Electrical Inspector OR from the date of deemed commissioning by M&P wing, whichever is earlier, shall be considered as date of completion of work.

### 1. **Extension of Time for Completion.**

#### 3.1 Causes for Extension of Time for Completion.

The Contractor may claim an extension of the Time for Completion if he is or will be delayed in completing the Works by any of the following causes:-

- Extra or additional Work ordered in writing under Clause-31, other than those quantity variations arising out of soil conditions or route alignment.
- Physical obstructions or conditions other than those which could reasonably have been foreseen by the Contractor.
- Employer's instructions, otherwise than by reason of the Contractor's default.
- The failure of the Employer to fulfill any of his obligations under the Contract.
- Delay by any Other Contractor engaged by the Employer, affecting this Contract.
- Any suspension of the Works under Clause-23, except when due to the Contractor's default.
- The Employer's risk, if and when they constitute the sole reason for the delay in completion of Works.
- Force Majeure.

The Contractor shall give to the Employer, notice of his intention to make a claim for an extension of time within 15 days of the occurrence of any of the above cause(s) for such a claim becoming known to the Contractor. The notice shall be followed as- soon-as- possible by the claim with full supporting details.

The Employer shall, after due consultation with the Contractor grant the Contractor from time to time, either prospectively or retrospectively, such extension of Time for

12	11 KV O/G VCB 400 AMP (Indoor type)	No.	3	7318.43	21955.28
13	11KV Lightening Arrestor Sub-Stn type 9KA (heavy duty)	No	15	56.73	850.98
14	11KV NCTs 900/5A	No.	1	200.74	200.74
15	Ni-Cd ALKALINE BATTERIES (PARTIAL RECOMBINATION TYPE) WITH CHARGERS suitable for 100 AH capacity	set	1	7973.03	7973.03
16	LT Distribution board for 33KV Sub-Stn	No.	1	2740.59	2740.59
17	100KVA Station Transformer	No.	1	3354.83	3354.83
18	11 kV automatically Switched Capacitorbank 3.6 MVAR, (with isolator, structure and all allied material )	No.	1	83981.91	83981.91
19	Steel Structures galvanised(as per drawings)			0.00	0.00
a	Structure for 33 KV CT Wt. 87.62 Kg	No	3	473.49	1420.48
b	Structure for 33 KV PTs Wt. 87.62 Kg	No	3	473.49	1420.48
c	Structure for 33 KV LA Wt. 76.38 Kg	No	6	413.49	2480.93
d	Structure for 33 KV Post Insulators Wt. 76.38 Kg	No	6	413.49	2480.93
e	Structure for 33 KV Isolator Wt. 288.36 Kg	No.	1	1560.13	1560.13
f	Structure for L&E Switch Wt. 288.36 Kg	No.	1	1560.13	1560.13
g	Structure for 11 KV NCT Wt. 92.37 Kg	No.	1	501.83	501.83
20	Galvanised Gantry Towers - 2xDB-2, 2xDT-2, 2xDT-3 per s/stn	Kgs	3100	5.40	16741.40
21	ACSR Conductor 0.2 sq in(Panther)	Mtrs	200	9.15	1830.70
22	PG Clamp	No.	42	5.46	229.11
23	11KV Single core XLPE cable 630mm <sup>2</sup> for Incoming Feeder	Mtrs	240	24.39	5854.74
24	11KV S/C 630mm <sup>2</sup> Cabel Termination kit Outdoor	No.	4	793.16	3172.63
25	11KV S/C 630mm <sup>2</sup> Cabel Termination kit Indoor	No.	4	793.16	3172.63
26	11KV 3 core XLPE cable 300 mm <sup>2</sup> for capacitor bank	Mtrs	150	48.79	7318.43
27	11 KV 3/Cx300 MM Sq. outdoor Heat shrinkable cable box for capacitor	No	2	793.16	1586.31
28	11 KV 3/Cx300 MM Sq. Indoor Heat shrinkable cable box for capacitor	No	2	793.16	1586.31
29	11KV 3 core XLPE cable 50mm <sup>2</sup> for S/Stn T/F.	Mtrs	60	24.39	1463.69

30	11 KV outdoor cable box for 3cx50mm sq	No.	1	793.16	793.16
31	12 KV indoor cable box for 3cx50mm sq	No.		793.16	0.00
32	LT 3.5 core cable box 95mm <sup>2</sup> for LT Distribution Board	Mtrs	50	18.30	914.80
33	Single Tension fitting	No		17.46	0.00
34	LT PVC cable 2C X 10 mm <sup>2</sup> for yard light	Mtrs	500	5.49	2743.87
35	un armoured Copper control cable 2C X 6mm <sup>2</sup>	Mtrs	50	12.00	600.05
36	un armoured Copper control cable 2C X 4mm <sup>2</sup>	Mtrs	250	12.00	3000.25
37	un armoured Copper control cable 3C X 4mm <sup>2</sup>	Mtrs	150	14.18	2127.45
38	un armoured Copper control cable 7C X 2.5mm <sup>2</sup>	Mtrs	180	19.64	3534.84
39	un armoured Copper control cable 10C X 2.5mm <sup>2</sup>	Mtrs	330	19.64	6480.54
40	un armoured Copper control cable 4C X 4mm <sup>2</sup>	Mtrs	240	14.18	3403.92
41	un armoured Copper control cable 6C X 4mm <sup>2</sup>	Mtrs	130	17.46	2269.28
42	GI Channel galvanised of various size 100x50x6mm (ISMC-100)	Kgs	500	7.64	3818.50
43	Catenary wire/GSS wire 7/14 SWG	Kgs		0.00	0.00
44	GI Angle Iron galvanised 50 X 50 X 6 mm	Kgs	400	7.64	3054.80
45	GI Flat galvanised 50 X 6 mm	Kgs	315	5.46	1718.33
46	GI Flat 75x8 MM for Earth mat in switch yard	Kgs	4200	4.36	18328.80
47	GI nuts & bolts off size	Kgs	470	0.00	0.00
48	Earthing 40mm dia ISI marked GI Pipe with clamps	Mtr.		665.76	0.00
49	Premier Insulating Mat - "B Class" as per IS 15652:2006	Sq. Mtr.	40	0.00	0.00
a	250 W mercury lamp with water proof fitting along with pipe	No	12	0.00	0.00
b	9 metres long PCC Poles for yard lighting	No	8	870.62	6964.94
50	<b>Fire Fighting/Safety eqpt for Control room</b>			0.00	0.00
a	Dry Chemical type Fire extinguisher 5 Kgs	No	3	0.00	0.00
b	CO <sup>2</sup> type Fire extinguisher 10 Kgs	No	3	0.00	0.00
c	Gas pressure CTC fire extinguisher	No		0.00	0.00
51	<b>Fire Fighting/Safety eqpt for yard</b>			0.00	0.00
a	Dry Chemical type Fire extinguisher 10 Kgs	No	4	0.00	0.00

b	CO2 type Fire extinguisher 22.5 Kgs	No	4	0.00	0.00
c	Fire Buckets (capacity) - 10 Ltrs	No	24	0.00	0.00
52	Earthing of s/stn. with earthing rod & earthing plate	No	24	398.22	9557.16
53	1 No. Table, 4 No. Chair, 6 No Ceiling Fan, 2 No. Exhaust fan, 6 no. T-5 Tubes, Wall clock, Safety Charts, Safety Tool Kit & Medical Kit, Sub/Stn Sign board, rubber mate, Thermometer, First aid box	Set	2	0.00	0.00
54	Earthing Rod Wt. 6.175 Kg	No	48	164.74	7907.57
55	Disc Fitting B&S type	No	6	0.00	0.00
56	11 KV 3/c XLPE Cable 185mm2 for outgoing feeder	Mtr	500	36.59	18296.07
57	11 KV 3/c XLPE Cable 185mm2 for outdoor heat shrink cable box for outdoor feeder	No	5	793.16	3965.79
58	11 KV 3/c XLPE Cable 185mm2 for Indoor heat shrink cable box for O/C	No	5	793.16	3965.79
59	Single 28W CFL with water proof fitting complete with pipe	No.	12	0.00	0.00
60	11 KV 400 Amps. GO Switch complete with handle, pipe & Supporting Channel. As per Nigam's Tech. Spec., relevant ISS and latest amendments (Copper plate) 9 Mtr.	No.	5	805.16	4025.79
61	G.I. Pipe 40 mm dia 6 mtr. Long for earthing Set B-class	No	16	665.76	10652.17
<b>Total</b>				<b>317572.15</b>	<b>497068.49</b>

**(B) 33 KV Line – Erection of Material**

Sr. NO.	Description	Unit	Qty Reqd	Unit	Erection
1	ACSR Conductor 150mm2	Mtrs	90270	6.10	550528.75
✓ 2	Lattice tower Structure D/C 42 ft long wt. 653 kg.	No	368	3526.49	1297749.74
3	Civil foundation of lattice tower	No.	368	0.00	0.00
4	33 KV Polymeric Pin insulators with pin	No	1974	0.00	0.00
5	33 KV 90 KN Polymeric Disc	No	438	0.00	0.00

	Insulator (T&C Type)				
✓ 6	Disc Fitting T&C type	No	438	0.00	0.00
✓ 7	Single Tension Fittings for 150mm <sup>2</sup> ACSR Conductor	No	438	0.00	0.00
✓ 8	PG Clamps for 150 mm <sup>2</sup> ACSR conductor	No	438	0.00	0.00
✓ 9	G.I. Pipe 40 mm dia 6 mtr. Long for earthing Set B-class	No	368	665.76	245000.02
✓ 10	G.I. Strip 25x6 mm 12.8 mtr. For earthing wt. 10.80 kg	No	368	0.00	0.00
✓ 11	Danger Plates (Enamelled)	No	368	0.00	0.00
✓ 12	Number Plates (Enamelled)	No	368	0.00	0.00
✓ 13	Phase plate for each phase set of 3 (on each H-Pole & 4-Pole)	Set	42	0.00	0.00
14	Barbed Wire	Kgs	1472	0.00	0.00
15	GSS wire 7/14 SWG	Kgs	5310	0.00	0.00
✓ 16	GI Channel 100x50mm	Kgs	700	7.64	5345.90
✓ 17	GI Channel 75x40mm	Kgs	450	7.64	3436.65
	<b>Total</b>				2102061.06

**(C)11 KV Line – Erection of Material**

Sr. NO.	Description	Unit	Qty Reqd	Unit	Erection
1	PCC Poles 9 M Long	No.	140	870.62	121886.52
✓ 2	11 KV Top Brackets/hamper wt. 1.480 kg G.I.	No.	110	0.00	0.00
3	11 KV pin insulator with pin (Polymeric)	Nos	375	0.00	0.00
4	11KV Polymeric Composite Disc Insulator 45 KN (with fitting)	No.	90	0.00	0.00
5	ACSR Conductor 80mm <sup>2</sup>	Mtr	15300	2.75	42064.60
✓ 6	PG Clamps for 80mm <sup>2</sup> Connector	No.	90	0.00	0.00
7	Stay wire 7/8 SWG	Kg.	1200	0.00	0.00
✓ 8	V-Shape X Arm 100*50*6 mm wt 13.200 kg (ISMC-100)	No.	110	0.00	0.00
✓ 9	Stay Sets 8' long complete with X-Plat 460mm of Angle 65x65x6 G.I Elbow & rod with disc.	No.	90	326.21	29358.81
✓ 10	Earthing set with pipe 40 mm dia 6 mtr. Long for H-pole	No.	30	665.76	19972.83
✓ 11	Earthing Rod ( 6.175 Kg)	No.	15	164.74	2471.12
✓ 12	G.I. Strip 25x6 mm 9 mtr. For earthing Wt. 10.80 Kg.	No.	45	0.00	0.00
✓ 13	G.I. Nuts & Bolts & washer off sizes	Kg.	300	0.00	0.00
✓ 14	Eye Screw Bolts 9"x5/8"	No.	110	0.00	0.00

✓ 15	GSL 8 SWG	Kg.	600	1.22	733.15
✓ 16	Half Clamps G I	No.	200	0.00	0.00
✓ 17	Full Clamps G I	No.	90	0.00	0.00
✓ 18	GI Channel (X-arm) 100x50x6mm (ISMC-100) 2200mm (for H pole) wt.21.032kg	No.	30	0.00	0.00
✓ 19	GI Angle Iron 50x50x6mm 2400mm (for earth wire)	No.	15	0.00	0.00
✓ 20	GI. Angle 50x50x6mm-2860mm (Bracing H. Pole) wt.12.87 kg	No.	30	0.00	0.00
✓ 21	GI Angle 50x50x6mm (ISMC-100) 2200mm (Belting for H-pole)	No.	30	0.00	0.00
22	Barbed wire	Kg.	200	0.00	0.00
✓ 23	Danger Plate Enamalled	No.	140	0.00	0.00
✓ 24	Number Plate Enamalled	No.	125	0.00	0.00
✓ 25	Phase Plate for each phase set of 3 (On H-pole & 4 pole)	Set	30	0.00	0.00
✓ 26	GI Channel 75x40x6mm (ISMC-75) 2200mm wt.15.708 kg	Nos.	10	0.00	0.00
✓ 27	GI Channel 100x50x6mm (ISMC-100) 1600mm wt.15.296 kg	Nos.	10	0.00	0.00
28	11 KV XLPE u/g cable 3c*185mm2 with kit	Mtr.		36.59	0.00
29	11 KV 400 Amps. GO Switch complete with handle, pipe & Supporting Channel. As per Nigam's Tech. Spec., relevant ISS and latest amendments ( Copper plate) 9 Mtr.	No.		805.16	0.00
✓ 30	Disc Fitting ( T & C type)	No.	90	0.00	0.00
31	11 KV LA S/Stn type 9KV, 10 KA heavy Duty	No.	0	56.73	0.00
32	O/D Cable Box for 3c 185mm sq.	No.	0	793.16	0.00
33	I/D Cable Box for 3c 185mm sq.	No.	0	793.16	0.00
34	100 MM GI pipe as per	Mtr.	0	0.00	0.00
35	Wooden cleat as per Mkt rate	No	0	0.00	0.00
✓ 36	G.I flat T-Off bracing 900 MM Long 50x6 mm	No	10	0.00	0.00
	<b>Total</b>				216487.02

**(C) Incoming Metering – Supply of Material**

Sr. NO.	Description	Unit	Qty required for 1 Nos. S/Stn.	Unit	Erection
---------	-------------	------	--------------------------------	------	----------

1	HT Trivector DLMS complaint Meters (Category-A) with all accessories for complete installation as per Tech.Specs.no.CSC-45/Rev-III/DH/UH/P&D/2015-16 subject to change in parameters i.e voltage ratio 33KV/110V ,0.2 accuracy class, current ratio -/1A .	Nos.	1	1562.312	1562.312
2	Test Terminal Block	Nos.	1	40.367	40.367
3	Deep drawn MS Sheet weather proof Outdoor type Meter Cover Box for Three Phase Meter size 500x300x160mm along with Zinc plated clamps as per Nigam's Tech. Spec.	Nos.	1	73.097	73.097
4	33 kV Combined Current Transformers & Potential Transformer Units with Junction Box Complete in all respects	Nos.	1	2509.3	2509.3
5	U/A Copper Control Cable - 10C x 2.5 mm <sup>2</sup> complete with Lugs for fitting / connectivity for CTs (Both sides)	Mtrs.	6	19.638	117.828
6	U/A Copper Control Cable - 6C x 4 mm <sup>2</sup> complete with Lugs for fitting / connectivity for PTs (Both sides)	Mtrs.	6	17.456	104.736
7	ACSR Conductor 0.2 Sq.inch (Panther)	Mtrs.	0	9.15349	0
8	P.G Clamps for Panther conductor	Nos.	6	0	0
9	C-WEDGE Connector for 0.2sq" Panther Conductor	Nos.	3	134.193	402.579
10	GI Flat 50x6mm (SAIL/TATA) for earthing	Kg	15	5.455	81.825
11	Danger Plate Enameled with Clamp	Nos.	1	9.819	9.819
12	GI Pipe 40 mm <sup>2</sup> ( B class)	Nos.	2.5	0	0
13	Galvanized Steel Structure for combined 33 kV CT PT unit complete with G.I. Nut, Bolts and Washers.sizes-65x65x6mm=100 kg &50x50x6mm=150 kg (SAIL/TATA only) total weight 165kg	Nos.	1	891.347	891.347
14	Construction of Foundation for combined 33 kV CT PT unit as per Nigam design and drawing (VCB-19) complete in all respect.	Job	1	0	0
	<b>Total</b>				<b>5793.21</b>
	<b>Grand Total</b>				<b>2821410.00</b>

**Note: The dismantled material should be returned to Nigam Store.**



The prices of non schedule items will be as per rates finalized against EOI-15.

**5. TAXES AND DUTIES:-**

- (a) All GSTs, any other tax, duties and levies, as applicable, payable by the Bidders in respect of the transaction between the bidders and their vendors/sub-suppliers while procuring any components, sub assemblies, raw-materials and equipment shall be included in the Bid price and no claim on this behalf will be entertained by the DHBVN. All GSTs, any other tax, duties and levies as applicable will be included in quoted price as per present applicable GSTs, any other tax, duties and levies rule. No GSTs, any other tax, duties and levies in any case, shall be payable to the supplier/Bidder, if became applicable in respect of bought out items directly dispatched from works of sub-suppliers as well as on erection works etc.

The successful bidder after completion of supply will give a certificate that GSTs, any other tax, duties and levies charged from DHBVN has been paid to the concerned authorities including his self-manufactured items.

- (b) In addition to above, all the bidders are also required to include/ make the provision for Worker's Welfare Cess (Payable on erection part & civil works only) under the provisions of the Building and other Construction Worker's Welfare Cess Act 1996, in the Bid price or any kind of taxes and duties as mandatory as per statutory Law or instruction of Government. As regard the Income Tax, surcharge on Income Tax, Workers Welfare Cess and other taxes including tax deduction at source, the Bidder shall be responsible for such payment to the concerned authorities with in prescribed period.

- (c) The Income Tax, surcharge on Income Tax and cesses shall be deducted at source, from the payments made to the Bidder by the O/o respective DDOs DHBVN.

- (d) Deduction of Works GST if any at source as per provisions of GST Act shall be made from the Bills of the Contractor.

- (e) For civil contracts, as per reverse charge mechanism if any, GST against services rendered as per applicable rates due shall be deposited by the contractor and the same will be reimbursed only after production of deposit proof document.

- (f) GST against Work:

Being composite contract, DHBVN shall issue single order for supply as well as for erection & dismantlement and civil works against which GST shall be payable @ 18%. The contractor firm shall supply SAC (Services Accounting Code) on its composite bills claimed against this project.

- (g) If any rates of tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the contractor in connection with performance of the contract, an equitable adjustment of the contract price shall be made to fully take into account any such change by addition to the contract price or deduction there from, as the case may be, in accordance with GC clause 36 (Changes in Laws and Regulations) hereof.

**6. 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.**

**A. Deferment of delayed penalty:**

In order to ensure cash flow with the firm deferment of recovery of penalty 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.

**7. Terms of Payment**

**7.1 Price component for Erection Services:**

- i.) 90% of the total erection price component shall be paid monthly on pro-rata basis on furnishing of certificate by the Engineer-in charge and Third Party inspecting agency, for the quantum of work completed and on successful completion of quality check.
- ii.) Balance 10% 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 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.

The payment of the cost of material including excise duty, sales tax, freight, insurance etc. will be made on receipt of material after verification at the project site/stores as mentioned above. 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 30th day of submission of the bill and requisite documents to the executing office by the contractor after attending the discrepancies / shortcomings, if any pointed out by the Engineer-in-charge/Executing office. All payments shall be made by the purchaser or his authorized agent to the supplier in rupees in India.

All payments shall be made by the O/o XEN/CONSTRUCTION, DHBVN, Hisar 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.

**Note: The delivery of the material shall be regulated in accordance with the Quality Assurance Plan of Nigam (Annexure-B of bid documents).**

## **7.2 Delivery and documents on Dispatch**

- a) Copies of the Contractor's invoice showing letter of award reference goods description, quantity dispatched, unit price, total amount (4 copies).
- b) Packing list identifying contents of each Bid/ Package (4 copies).
- c) Receipted LR duly verified by AE/Const.
- d) Manufacturer's/Contractor's guarantee certificate of quality.
- e) Material Inspection Clearance Certificate (MICC) for dispatch issued by the Employer's representative and the Contractor's factory inspection report (2 copies) and insurance certificate (2 copies)
- f) The copy of E-way bill should be furnished with claim of supply. All the DDO's be ensured to obtain & check the E-way bill compulsorily while making payment to the contractor/suppliers.
- g) Amendment of clause No. 15 "Terms of Payment" of DHBVN procurement manual which provides the document to be submitted by the supplier /contractor alongwith the claim of bill by adding the word "copy of E-way bill" as one of the documents to be submitted with the bills.
- h) Certificate w.r.t. deposit of tax/GST should be furnished by the contractor
- i) Contractor shall ensure that at least 50% of the fabrication work involved in the tender related to fabrication of transformer platform, clamps for mounting G.O switches and other allied fabrication work of bending, welding, drilling e.t.c will be got done from the local blacksmith/fabricator
- j) More than one blacksmith/fabricator should be selected for getting the work, to avoid any monopoly or dependence on the single source.
- k) The minimum rate of the fabrication will be Rs. 20/ Kg. including the primer and paint coating inclusive of tax if any. The transaction will be made through the 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. The above documents should reach the Employer within seven days from the date of dispatch to enable the Employer to make timely payment to the Contractor.
- l) Guidelines issued vide PD&C Circular No. 1/PD&C/2018 regarding implementing interim EMB/ Stage wise EMB shall be followed in accordance with the above referred circular.

The above documents should reach the Employer within seven days from the date of dispatch to enable the Employer to make timely payment to the Contractor.

## **7.3 Payment of Contractor's Bills.**

Payment due to the Contractor shall be made through RTGS in the bank account of the contractor.

## **7.4** The receipt of an accountant or clerk for any money paid by the Contractor will not be considered as an acknowledgement of such payment to the Executive Engineer and the Contractor shall be responsible for ensuring that he procures receipt signed/countersigned by the Executive Engineer.

## **7.5 Packing**

The Contractor shall provide such packing of the material as is required to prevent their damage or deterioration during transit to their destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling, during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage, packing case size and weights shall take in to consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking and documentation within and outside the Bid/ Packages shall comply strictly with special requirements as shall be expressly provided for in the Contract and in any subsequent instructions given by the Employer.

## **7.6 Indemnity Bond**

For the material to be provided by the Contractor, it will be the responsibility of the Contractor to take delivery, unload and store the materials at Site and execute an indemnity bond, trust receipt and obtaining authorization letter as per Performa given at Section-V in favour of the Employer against loss, damage and risk involved for the full value of the materials. The indemnity Bond shall be furnished by the Contractor before commencement of the supplies and shall be valid till the scheduled date of testing, commissioning and handing over of the 33 kV substations, 33 kV & 11 kV lines to the Employer.

## **7.7 Issue of Certificate of Payment**

Within 21 days after receiving an application for payment, which the Contractor was entitled, the Employer shall issue a certificate of payment to the Contractor showing the amount due. A certificate of payment, other than Final Certificate of payment, shall not be withheld on account of any part of the payment applied for being disputed. In such case a certificate of payment for the undisputed amount shall be issued.

## **7.8 Corrections to Certificates of Payment**

The Employer may in any certificate of payment make any correction or modification that should have been properly made in respect of any previous certificates.

## **7.9 Payment**

The Employer shall pay the amount certified within 15 days from the date of issue of each certificate of payment to the Contractor at his principal place of business.

## **7.10 Application for Final Certificate of Payment**

The Contractor shall make application to the Employer for the Final Certificate of payment within 30 days after the issue of Taking over Certificate by the Employer.

The application for the Final Certificate of payment shall be accompanied by the final account prepared by the Contractor and reconciled with the Employer. The final account shall give full details of the value of all Plants supplied and Work done under the Contract together with: -

- a) Such additions to or deductions from the Contract price as have been agreed, and
- b) All claims for additional payment to which the Contractor may consider himself entitled.

### **7.11 Issue of Final Certificate of Payment**

The Employer shall issue to the Contractor, the Final Certificate of Payment within 30 days after receiving an application in accordance with Sub Clause 33.10. If the Contractor has not applied for a Final Certificate of Payment within the time specified in Sub Clause 33.10 the Employer shall request the Contractor to do so within a further period of 30 days. If the Contractor fails to make such an application, the Employer shall issue the Final Certificate of Payment for such amount, as he deems correct.

### **7.12 Final Certificate of Payment conclusive.**

A Final Certificate of Payments shall be conclusive evidence of the value of the Works, that the Works are in accordance with the Contract and that the Contractor has performed all his obligations under the Contract except the obligations arising during the Defects Liability Period. Payment of the amount certified in the Final Certificate of Payment shall be conclusive evidence that the Employer has performed all his obligations under the Contract. A Final Certificate of payment or payments shall not be conclusive:

- a) To the extent that fraud or dishonesty relates to or affects any matter dealt within the certificate, or
- b) If any arbitration or court proceedings under the Contract have been commenced by either party before the expiry of 90 days after the issue of the Final Certificate of Payment.
- c) In the event of any defects being noticed during the Defects Liability Period.

### **7.13 Failure to provide Drawings**

Should the Contractor fails to provide drawings, diagrams, microfilms or other information forming part of the Works, at the time specified in the Contract, the payment which becomes due to the Contractor in accordance with the Contract will be delayed by a period of time equal to the delay in providing the information.

## **8. CONTRACTORS DEFAULT LIABILITIES:**

In the event of breach of any of the terms and conditions by the Contractor, the Employer can terminate the Contract without any notice to the Contractor at any stage and the Contractor shall have no claim whatsoever on the Employer on this account. But the Contractor shall be liable to pay to the Employer a sum equivalent to 10% of the value of the Contract as liquidated damages and not as penalty. The Contractor shall in addition and without prejudice to the above said damages, make good any loss or damage that may be incurred by the Employer in getting the left out Works executed from elsewhere at the risk and cost of the Contractor.

In case of delay in the execution of Works, the Owner will have the right to get the Work executed from any alternative source, at the sole risk and cost of the Contractor. Any extra expenditure incurred in such action shall be recoverable in full from the Contractor in addition to Owner's right of claim for liquidated damages.

## **9. INSURANCE:-**

### **9.1 The Works**

- a) All the equipment, including pole foundations wherever required being supplied by the Contractor shall be kept completely insured by the Contractor at his cost

from the time of dispatch from the Contractor's Works, upto the completion of erection and final checking, testing and commissioning at Site and Taking Over of the 11 kV Line by the Employer.

- b) It will be the responsibility of the Contractor to lodge, pursue and settle all claims (for all the Plant including pole foundations) with the insurance company in case of any damage, loss, theft, pilferage, fire etc. and the Employer shall be kept informed about it. The Contractor shall replace the lost/damaged Plant including pole foundations promptly irrespective of the settlement of the claims by the underwriters and ensure that the Work progress is as per agreed schedules.

#### **9.2 Contractor's equipment**

The Contractor shall insure the Contractor's equipment for its full replacement value while in transit to the Site, from commencement of loading until completion of unloading at the Site, while on the Site and until unloading at its return destination against all loss or damage caused by any of the Contractor's risks.

#### **9.3 Third Party Liability**

The Contractor shall insure against liability to third parties for any death or personal injury and loss of or damage to any physical property including the property of the Employer other than the Works arising out of the performance of the Contract and occurring before the issue of the last Defect Liability Certificate.

Such insurance shall be effected before the Contractor begins any Work on the Site.

#### **9.4 Employees**

The Contractor shall insure and maintain insurance against his liability under Sub Clause-41.

#### **9.5 General**

The insurance cover shall be taken by the Contractor in the name of the Employer who shall authorize the Contractor to pursue the claims with the Insurance Company.

#### **9.6 General Requirements of Insurance Policies.**

The Contractor shall:

- a) Whenever required by the Employer produce the policies or certificates of any insurance which he is required to effect under the Contract together with receipts for the premiums,
- b) Effect all insurances for which he is responsible with an insurer and in terms approved by the Employer, and
- c) Make no material alterations to the terms of any insurance without the Employer's approval. If an insurer makes any material alteration to the terms the Contractor shall forthwith notify the Employer, and
- d) In all respects comply with any conditions stipulated in the insurance policies that he is required to place under the Contract.

#### **9.7 Permitted Exclusions from Insurance Policies.**

The insurance cover effected by the Contractor in the name of the Employer shall exclude the following:-

- a) The cost of making good any part of the Works, which is defective or otherwise does not comply with the Contract.
- b) Indirect or consequential loss or damage including any reductions in the Contract Price for delays.

**9.8 Remedies on the Contractor's Failure to Insure.**

If the Contractor fails to produce evidence of insurance cover as stated in Sub Clause-43.6(a) then the Employer may effect and keep in force such insurance. Premiums paid by the Employer for this purpose shall be deducted from the Contract Price.

**9.9 Amounts not recovered**

Any amount not recovered from the insurers shall be borne by the Employer or Contractor in accordance with their responsibilities under Clause-37.

**10. GUARANTEE:-**

**Defects after Taking Over**

- 10.1** 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 or 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.
- 10.2** In case of Electronic Meters and all transformer with CSP and conventional transformer above 25 kVA the supplier shall be made responsible to replace free of cost, with no transportation or Insurance cost to the Nigam, up to the destination, the whole or any part of the material which in normal and proper use proves defective in quality or workmanship, subject to the condition that the defect is noticed within 78 months from the date the material received by the consignee or 72 months from the date of Installation whichever period may expire earlier. The consignee or any other officer of the Nigam actually using the material will give prompt notice of each such defect to the supplier as well as the Purchasing authority and the Controller of Stores. The replacement shall be effected by supplier within a reasonable time, but not, in any case, exceeding 45 days. The supplier shall also arrange to remove the defective supply within a reasonable period but not exceeding 45 days from the date of issue of the notice in respect thereof. Upon the firm failing to do so, the damages/defects may be got rectified by the Nigam and the cost adjusted from the firm's pending dues and/or security deposit against this or any other contract in force and the balance left

be got deposited good by the supplier. The Nigam may withhold the amount equal to cost of defective material.

The warranty of replaced material shall be limited to the balance period of original warranty period specified in the technical specification.

- 10.3** 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.
- 10.4** 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.
- 10.5** 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 or such repairs.  
T&P other necessary items for routine maintenance and necessary spares shall be provided free of cost by the contractor for future requirements
- 10.6** 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.
- 10.7** The acceptance of the equipment by the owner shall in no way relieve the contractor or his obligations under this clause.
- 10.8** 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.
- 10.9** 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.30.1 through 30.7 above shall remain till the end of three years from the date of completion of guarantee period.
- 10.10** The provisions contained in this clause will not be applicable;
- a) 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.
  - b) 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.

## **11. PERFORMANCE GUARANTEE:-**



**11.1** The Contractor shall execute/furnish Performance Guarantee as per details given under Clause - 34 of Section-II (Instruction to Bidders). The form of the Performance Guarantee shall be as provided in Section-VI (Form-V) of this Bidding Document or in some other format that is acceptable to the Employer. In the event of any change in the Contract price the Performance Guarantee shall be adjusted, provided that such adjustment shall be subject to the approval of Employer. The Performance Guarantee shall be paid to the Employer on first demand without conditions or proof.

**11.2 Period of validity**

The Performance Guarantee shall be valid until the Contractor has executed, completed and remedied defect in the Works in accordance with the Contract. No claim shall be made against the Performance Guarantee after the issue of the Defects Liability Certificate and Performance Guarantee shall be returned to the Contractor with the approval of Chief Engineer/PD&C, DHBVN, Hisar within 14 days of the issue of the Defects Liability Certificate as per Clause 30 of CoC.

**11.3 Non-compliance of Performance Guarantee Clause**

In case the successful bidder fails to submit the Performance bank Guarantee i.e. 10% of the contract value within 15 days from the date of issue of detailed contract than the suitable action shall be taken against the contractor as per the provision of ITB Clause No. 33 besides levy of penalty on account of delay in submission of BG as stipulated therein i.e. penalty @ 0.35% per week or part thereof of 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.

**12. INSPECTION AND TESTING:-**

**12.1 Independent Inspection**

The Employer may at his discretion delegate inspection and testing of material to an independent inspector(s) of Nigam/Third Party Inspecting agency.

**12.2 Dates for Inspection and Testing**

The Contractor shall give the Employer reasonable notice in writing of the date and the place at which any material will be ready for testing as provided in the Contract and Employer shall attend at the place so named within fifteen (15) days of the date, which the Contractor has stated in his notice. The Employer shall give the Contractor twenty four (24) hours notice in writing of his intention to attend the tests. The above notices shall be given at first by the quickest possible means and confirmed later in writing.

The Contractor shall forthwith forward to the Employer duly certified copies of the test results. If the Employer has not attended the test, he shall accept the validity of the test readings.

If on receipt of the Contractor's notice of testing, the Employer's representative does not find the material to be ready for testing, the costs incurred by the Employer for re-deputation of his representative shall be deducted from the Contract Prices.

The material after receipt in the Stores of the Nigam is liable to be inspected for its conformity to the specifications by a representative of the Contractor/supplier firm after giving one week's registered notice to the supplier / contractor. In case the firm fails to depute a representative on the specified date the Utility would be free to get material

checked on the absence of the firm's representative for which the firm would have no reason to protest at any stage and would be fully responsible of the outcome.

The Time schedule of following are fixed as under :

- i) Time schedule for inspection / issue of DI shall be 20 days, accordingly, activity wise bifurcation are as under:-

a)	Period for deputing the inspecting officer/ Agency from the date of receipt of offer of inspection	5 days
b)	Period for inspection and submission of report thereof by inspecting officer / Agency.	10 days
c)	Period of scrutiny of inspection report and issue of dispatch instruction	5 Days

- ii) Load losses and physical verification of transformers by the committee of Nigam at site/ store within 10 days.

### 12.3 Facilities for Testing

Where the Contract provides for tests on the premises of the Contractor or of any Sub-Contractor, the Contractor shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be necessary to carry out the tests efficiently. However, the Nigam's authorized Inspecting Officer/ Inspecting agency shall use own testing instruments/equipment for testing.

### 12.4 Sample testing after erection

The losses of the DTs as offered by the firm are required to be maintained during warranty period of the transformer. Owner reserves the right for random sample testing of material dispatched at site by sending the same to Nigam's lab or workshop / Third party inspecting agency for testing in presence of contractor, after serving a fifteen days notice to contractor for witnessing the above test in the designated test house. In case the material fails on testing, the expenditure on the test shall be borne by the contractor and entire relevant lot of the material shall be rejected. In case the contractor fails to witness the test at Testing House the Owner may carry out the same in his absence and contractor shall have no right / claims whatsoever nor would have any claims/right to challenge the test results as declared / announced by the Test house.

In addition to the above, if the losses during the warranty period are found more / beyond the max. limit prescribed in technical specification, the entire lot shall be rejected & firm shall be liable to replace the same with new / fresh DTs, after observing the due procedure of inspection prescribed in Technical specification, within 45 days of such rejection.

### 13. SUPPLY CONTRACT FOR ELECTRICAL WORKS:-

Another contract for Supply of material/equipment for material for for 1 No. 33 KV S/Stn. consisting of 8 panel set of 11 KV Breaker along with associated 33 KV lines {(16.50 KM) 13KM D/C common with 33KV line for 33KV S/Stn. 16 & 17} and 11 KV lines (5.00 KM) i.e. 33 KV S/Stn. Sector 9 & 11 under OP Circle Hisar within the jurisdiction of DHBVN on turnkey basis has been placed separately on you. Any breach in the Contract for Supply of material/equipment for Electrical works will automatically means breach of this contract also.

**14. CONTRACT FOR CIVIL WORKS:-**

Another contract for Civil works of material for for 1 No. 33 KV S/Stn. consisting of 8 panel set of 11 KV Breaker along with associated 33 KV lines {(16.50 KM) 13KM D/C common with 33KV line for 33KV S/Stn. 16 & 17} and 11 KV lines (5.00 KM) i.e. 33 KV S/Stn. Sector 9 & 11 under OP Circle Hisar within the jurisdiction of DHBVN on turnkey basis has been placed separately on you. Any breach in the Contract for Supply of material/equipment for Electrical works will automatically means breach of this contract also.

**15. TECHNICAL:-**

Notwithstanding any errors and omission in the GTPs, the same shall conform to Technical Specification of DHBVN / relevant ISS and be submitted afresh. You will submit all drawings and designs for approval in time as per provisions in the Technical Specifications/ Bid documents, if the material is not supplied through Empanelled vendor. The requirement of type test certificates shall be complied with as per technical specification. The supplier shall submit requisite type test after issue of W.O/P.O., but before the material is offered for inspection, if the material is not supplied through Empanelled vendor.

**16. FORCE MAJEURE:**

As per clause 44 of conditions of contract of Bid documents.

**17. SETTLEMENT OF DISPUTES:**

As per clause 55 of conditions of contract of Bid documents.

**18. ARBITRATION:**

As per clause 56 of Conditions of Contract of Bid Documents.

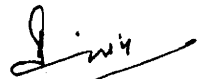
**19. Quantity Variation:**

- a. The employer reserves the right to increase or decrease the contract value & 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.
- b. 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.
- c. The quantity variation allowed shall be within + 25% of contract value/works as a whole and not for each individual items.
- d. Also, the employer reserves the right to increase or decrease the contract value for other similar works located at other places within  $\pm 25\%$  of the contract value/works.

**20. The contract will be monitored as per latest PD&C Instruction No.30/2015/PD&C.**

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 DHBVN i.e Vol-I, Vol-II & Vol-III.

Yours faithfully,

  
Chief Engineer/PD&C,  
DHBVN, Hisar

Endst. No. Ch- 11/D-18/Xen/D II

Dated 5-11-2019

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

1. SPS to CMD, DHBVN, Hisar for kind information of the Worthy CMD please.
2. PS to Director/Projects for kind information of Director/Projects please.
3. PS to Director/OP for kind information of Director/OP please.
4. CE/OP, DHBVN, Hisar for kind information please.
5. CGM/F&A/MM, DHBVN, Hisar for kind information please
6. CGM/Audit, DHBVN, Hisar for kind information please
7. SE (Const.), DHBVN, Hisar for kind information please.
8. SE (Civil), DHBVN, Hisar for kind information please.
9. SE/OP, DHBVN, Hisar for kind information please.
10. XEN/Const, DHBVN, Hisar for kind information please.
11. XEN/Civil Works, DHBVN, Hisar for kind information please.
12. Xen(Op) Div, DHBVN, Hisar for kind information please.
13. AG, Haryana, Chandigarh for kind information please.

This is without prejudice to other terms and conditions as contained in the bid document for EOI-15/P&D/2019-20 and issued after pre-audit from CGM/FA/MM, DHBVN, Hisar.

  
Chief Engineer/PD&C,  
DHBVN, Hisar.

CC:

1. SE/Energy Audit, DHBVN, Hisar.