
DHBVNL PROCUREMENT REGULATION

INTRODUCTION :

In exercise of the powers conferred by Section 291/292 of the Companies Act, 1956, the Dakshin Haryana Bijli Vitran Nigam Ltd. hereby makes the following regulations to regulate the purchases of equipment, stores/material and other contracts, required for the Nigam's operations and business.

REGULATION 1 : SHORT TITLE, COMMENCEMENT AND EXTENT OF APPLICATION:

- 1.1 These Regulations shall be called "The Dakshin Haryana Bijli Vitran Nigam Procurement Regulation".
- 1.2 These shall come into force with effect from 1.4.2006.
- 1.3 These Regulations will be applicable for the following activities:-
 - (a) For procurement of equipment, stores and other materials;
 - (b) For repairing contracts;
 - (c) For Turnkey Contracts;
 - (d) For Civil Works;
 - (e) For Services & other contracts.

Except to the extent defined in these regulations, these regulations shall also apply mutatis-mutandis, to services like printing of forms, purchase of stationery, office equipment and furniture, medicines, Computers and I.T. Purchases, Pilot Projects etc.

REGULATION 2 : DEFINITIONS

In these regulations, unless the subject or context otherwise requires :

- 2.1 "The Government" means the Government of the State of Haryana.
- 2.2 "Act" means the Companies Act 1956 and shall include any statutory amendment, modification or re-enactment thereof, for the time being in force.
- 2.3 "The Nigam" means the Dakshin Haryana Bijli Vitran Nigam as incorporated under Companies Act, 1956 and shall include its successors and assigns.
- 2.4 "The BOD (Board of Directors)" means a meeting of Directors duly called and constituted, the Directors assembled at a BOD meeting or the requisite number of Directors entitled to pass a circular resolution in accordance with the Act, as the case may be.
- 2.5 "The Chairman" means a Director appointed as Chairman of the Power Utilities of Haryana by the Government.
- 2.6 The "Whole Time Directors" means the Managing Director of the Nigam, the Director/

Project, Director/OP, the Director (Finance and Accounts) of the Nigam and any other Director of the Nigam appointed by the Government to serve on whole time basis.

- 2.7 “Managing Director” means the Managing Director duly appointed by the Govt.
- 2.8 “Director” means any Director for the time being of the Company appointed by the Government to serve on the Board of the Nigam whether on whole time or part time basis and includes the Chairman.
- 2.9 “Purchasing Authority” means the B.O.Ds, WTDs and SPC or such authority to whom power to purchase material may have been delegated by the Nigam.
- 2.10 “Store Purchase Committee” and “Standing Purchase Committee” means the Committee constituted by the Nigam for making purchases of certain specified items of stores and any other material on behalf of the Nigam. It shall consist of SE, concerned as Member Secy, FA&CAO/MM as Member and Chief Engineer(MM/PD&C/ OP) as Chairman.
- 2.11 “Controller of Stores” means the Controller of Stores appointed/designated by the Nigam.
- 2.12 “D.G.S. & D” means the Director-General of Supplies and Disposals, Govt. of India.
- 2.13 “D.S. & D” means the Director Supply & Disposals Haryana.
- 2.14 “Rate Contract” means the rate contract entered into by the “D.G.S. & D” or “DS&D” or any other rate contracts approved by Haryana Govt. such as HARTRON etc or by Nigam.
- 2.15 “Petty purchase” means a purchase not exceeding Rs.2000/- per occasion in value.
- 2.16 “Approved Banks” means the State Bank of India, State Bank of Patiala or any other Nationalised /scheduled Bank approved by the Nigam from time to time.
- 2.17 “Schedule” means a schedule appended to these regulations.
- 2.18 “Purchasing Department” is the Department attached to and working under the Purchasing Authority.
- 2.19 “Inspecting Agency” means the agencies nominated and authorised by the competent authority for inspecting the material at the works of the supplier.
- 2.20 “Inspecting Officer” means any of officer of the Nigam or appointed by the Chief Engineer or any representative of the Inspecting Agency deputed for the purpose of inspection and testing the material at the works of the supplier.
- 2.21 “Contract Value” shall mean the bare value of the goods ‘ex-works price’ without taking into account taxes, duties or any other incidentals where the prices is ex-works, but where the prices given in the PO are on FOR destination basis inclusive or exclusive of ED and CST etc., the ‘Contract value’ would mean FOR destination prices, given in the PO inclusive of ED, CST, other statutory levies etc. as the case may be.

- 2.22 “Material” means any product or services or any combination thereof.
- 2.23. NIT :- The purchasing section shall prepare NIT including therein the essential pre-qualifications, minimum quantity to be quoted, the annual turnover required, past performance with the Nigam and the same should be issued after approval of the competent authority.

REGULATION 3 : INDENTS

- 3.1 Soon after the annual financial budget is approved, annual consolidated indents of the equipment and material required shall be obtained and finalized for submission to the CE/MM, CE/PD&C and C.E.(OP) respectively with in such time as may be prescribed by the Nigam, in this behalf.

Chief Engineer/PD&C : For all capital items required for schemes of 33kV and 11 kV included in the approved budget.

Chief Engineer(OP) : Capital equipment and material required for all other schemes excepting the above and for other construction works as per assignment given by Nigam.

Chief Engineer/MM : For all items required for operation and maintenance of the existing works keeping in view the prescribed norms and as per past consumption pattern and in due consultation with C.E. (OP). C.O.S. will also plan the annual indent of forms and stationary, office equipment, furniture etc. in consultation with the various heads of departments concerned.

Chief Medical Officer : For surgical appliances and medicines required for the Nigam’s dispensaries at Headquarters and in the field.

Chief Engineer (OP) : For computers and Information Technology, service and communication etc. required in the Head Office and in the field. If not on DSS&D/ DS&D, the indent shall be placed to CE.

- 3.2 On receipt of the finalized indents from the C.O.S., the C.E. will prepare a consolidated item-wise list of equipment and material to be purchased during the year and shall draw a consolidated materials budget, bringing out the financial out-lay involved both for the purchase of capital items and stores and spares required for operation and maintenance purposes.

- 3.3 Indents for major/turnkey projects shall, however, be drawn up by the C.E./PD&C and Service, Information Technology, Communication etc. shall be drawn by DGM/IT from time to time and the purchases will be made in accordance with the powers delegated by the Nigam in this behalf.

Provided that when the project has been completed and put into operation, thereafter

its normal operational and maintenance requirement will be catered by the Chief Engineer Material Management of the Nigam.

- 3.4 The C.O.S. shall make store-wise distribution list of the material approved to be purchased keeping in view the works and physical targets assigned to each Circle/ Division to be catered for by the respective store unit in the field.
- 3.5 The indenting Officers will ensure that over-indenting, which results in un-due blockage of funds and heavy carrying-cost of inventory, is scrupulously avoided.

REGULATION 4 : POLICIES AND PROCEDURE FOR PROCUREMENT OF WORKS

Regulation 4.1 Basic Principles:

The Basic Principles of undertaking works are:-

- (a) No new works should be sanctioned without careful assessment of the assets or facilities already available and time and cost required to complete the new works.
- (b) As budgetary resources are limited and granted on annual basis, adequate provisions should be ensured for works and services already in progress before new works are undertaken.
- (c) The construction period and sanctioned cost stipulated in the sanction of Project will not be exceeded as far as possible.
- (d) The competent authority according administrative approval should be kept informed of the progress of the work till their completion through regular periodical reports.
- (e) No project or work will be split up to bring it within the sanctioning powers of a lower authority.
- (f) Any anticipated or actual savings from a sanctioned estimate for a definite project, shall not, without special authority, be applied to carry out additional work not contemplated in the original project.

No works shall be commenced or liability incurred in connection with it until:-

- (i) Administrative approval has been obtained from the appropriate authority.
- (ii) Sanction to incur expenditure has been obtained from the competent authority.
- (iii) A properly detailed design has been sanctioned.
- (iv) Estimates containing the detailed specifications and quantities of various items has been prepared and sanctioned on the basis of the schedule of rates maintained by DHBVN or rates circulated by CE(PD&C) DHBVN on quarterly basis.
- (v) Funds to cover the charge during the year have been provided by competent authority.
- (vi) Tenders have been invited and processed in accordance with rules.
- (vii) A work order has been issued.

However, on grounds of urgency or otherwise, if it becomes necessary to carry out a work or incur a liability under circumstances when the provisions set out above cannot be complied with, the concerned executive officer may do so on his own judgment and responsibility. Simultaneously, he should initiate action to obtain approval from the competent authority and also to intimate the concerned Accounts Officer/Accounts wing.

Regulation 4.2 Preparation of Detailed Project Report (DPR):-

The procuring entity shall finalize the Detailed Project Report giving reference to the following documents:

- Approval of Statutory Bodies for Site Plan, Architectural Drawings etc. as required.
- Detailed soil investigation.
- Detailed architectural drawings.
- Detailed structural drawings.
- Detailed Cost Estimates based on specifications and schedule of rates.
- Annual plan and five-year plan allocation and cash flow.
- Systems to be adopted for project monitoring.
- Works accounting system.
- Quality assurance system/mechanism.
- Bidding Systems - Single, two parts, pre-qualification, Post-qualification.

Regulation 4.3 Administrative Approval:-

Administrative approval will be accorded by the competent authority to the execution of work after due examination of Detailed Project Report and detailed estimates.

Regulation 4.4 Technical Sanction:-

Technical sanction to detailed cost estimates shall be accorded by the competent authorities so as to ensure that proposals are structurally sound and that the estimates are accurately calculated based on adequate data.

Regulation 4.5 Availability of Funds:-

Before taking up the execution of work it shall be ensured that proper funds are available to meet out the expenditure on the work.

Regulation 4.6 Pre-bid Conference:-

Pre-Bid conference is admissible only in the case of a new type of activity undertaken by the Nigam, not done earlier.

- (i) A supplier or contractor may request a clarification of the tender documents from the procuring entity within a reasonable time prior to the deadline for the submission of tender. The procuring entity shall respond within a reasonable time, so as to enable the supplier or contractor to make a timely submission of its tender.

- (ii) At any time prior to the deadline for submission of tenders, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a supplier or contractor, modify the tender documents by issuing addendum.
- (iii) If the procuring entity convenes a meeting of suppliers or contractors, it shall prepare minutes of the meeting containing the request submitted at the meeting for clarification of the tender documents. The minutes shall be provided promptly to all suppliers or contractors to which the procuring entity provided the tender documents, so as to enable those suppliers or contractors to take the minutes into account in preparing the tenders.

Regulation 4.7 Quality Assurance System:-

- (i) In order to control the quality of work, a Quality Assurance Cell shall be formed in every work center comprising of multidisciplinary professionals / engineers to cover all types of works, such as civil, mechanical, electrical etc.
- (ii) In case of non-availability of qualified professionals/engineers in house for the purpose of quality assurance cell, then the approval of competent authority shall have to be taken for deploying professionals from outside agencies. The provision for third party quality check may also be considered for a work beyond a specified amount.

Regulation 4.8 Project Monitoring System:-

A system of project monitoring for each work procurement shall be prepared before start of the work and same shall be available at site of work. The work shall be monitored quarterly/monthly basis by the Works Committee and a status report should be submitted to the Management of the Nigam.

There should be a stipulation in the contract for large value works (magnitude to be specified), for the contractor to submit monthly progress report of the work in a computerized form. The progress report shall contain the following apart from whatever else may be required to be specified :

- i) Project information, giving the broad features of the contract.
- ii) Introduction, giving a brief scope of the work under the contract and the broad structural or other details.
- iii) Construction schedule of the various components of the work, through a bar chart for the next three quarters for as may be specified, showing the milestones, targeted tasks and up to date progress.
- iv) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reasons for deviations, if any, in a tabular format.
- v) Plant and machinery statement, indicating those deployed in the work, and their working status.
- vi) Man-power statement, indicating individually the names of all the staff deployed in the work along with their designations.

- vii) Financial statement, indicating the broad details of all the running account payments received up to date, such as gross value of work done, advances taken, recoveries effected, amounts withheld, net payments, details of cheque payments received, etc.
- viii) A statement showing the extra and substituted items submitted by the contractor, and the payments received against them, broad details of the bank Guarantees, indicating clearly their validity periods, broad details of the insurance policies taken by the contractor, if any, the advances received and adjusted from the department, etc.
- ix) Progress photographs, in colour, of the various items/ components of the work done up to date, to indicate visually the actual progress of the work.
- x) Quality assurance and quality control tests conducted during the month, with the results thereof.
- xi) Any hold-up shall be specified.
- xii) Dispute, if any, shall also be highlighted.

REGULATION 5 : ENLISTMENT OF SUPPLIERS/ CONTRACTORS:

- 5.1 In order to ensure that tenders are submitted by all reliable and known sources of supply for the different items of purchase, the Purchase Department shall prepare a list of such suppliers/ contractors who have worked with the Nigam in the past and are capable to manufacture the items required. Such list of suppliers shall be got approved from the WTDs.
- 5.2 Any changes necessitated in the aforementioned lists in the light of evaluation of suppliers' performances and/or entry of new suppliers in the field of business, shall be got suitably approved by the purchase wing from time to time and shall be circulated to all concerned.

REGULATION 6 : MODE OF PURCHASE:

- 6.1 The purchases shall be made through one of the following methods as may be applicable up to the financial limits shown against each and as per the conditions defined under this regulation:-

<u>Mode</u>	<u>For Works</u>	<u>For Purchases</u>
i) Purchase through open tenders	: Above Rs. 5.00 lacs each item	Above Rs.5.00 lacs each item,
ii) Purchase through limited tenders	: Up to Rs.5.00 lacs each item	Up to Rs.5.00 lacs each item
iii) Purchase on single tender	: up to Rs.1.00 lac each item	Up to Rs.1.00 lacs each item
iv) Purchase on D.G.S. & D. (GOI and DS&D Haryana) rate contract	: No Limit	No Limit
v) Petty cash purchases per occassion	: Up to Rs.2000.00 each item	Up to Rs.2000.00 each item
vi) Pilot Projects	: As prescribed in regulation 6.7	
vii) Purchases from other power utilities		

6.2 Purchase through open tenders.

6.2.1 Except for items for which the Board, may otherwise decide, open tenders shall be invited for all purchases.

Provided that the open tendering may be dispensed with in very exceptional emergent circumstances and limited tender inquiries may be floated with the approval of the next higher authority after recording reasons in writing subject to the procedure prescribed in Regulation 6.3 below.

6.2.2 The notice for inviting open tenders shall be published in the Indian Trade Journal and two prominent news papers and Web Site having wide net work all over India or State/ Regional circulation, a list of which, duly approved by the Nigam, shall be circulated by the Manager Public Relations of the Nigam from time to time.

E. Tendering: The material management department of the Nigam shall display the NIT on Web Site, so that the tenderers within and outside the country could participate. The Web Site and E. Mail address shall also be indicated in the NIT sent for publication.

6.2.3 **E-Procurement:** Keeping in view the emerging trend of Sale/Purchase through **e-Procurement** worldwide, the Nigam has implemented **e-Procurement** to bring improvised accountability, efficiency and transparency in the procurement of material.

The **e-Procurement** consists following applications:-

1. **e-Tendering-** Open, Limited & Single and Multiple Envelopes Tenders.
2. **e-Auctions-** Multiple types of Reverse Auction & Forward Auctions.
3. **e-Catalogues-** Direct Procurement through Rate Contracts.

Benefits of e-Procurement:

- Improved efficiency
 - Publication of tender notice/IFB in Newspapers can be avoided resulting in saving of time and money
 - Cartel formation can be arrested, as any bidder interested will be able to participate with anonymity
 - Fair, free and fearless participation of bidders becomes possible
 - Bring in transparency in tendering process
 - Reduction in costs and processing time for tenders
 - Online Forward & Reverse Auctions will bring better prices
 - Improvement in work culture in the departments
- Database on goods, services, works and contractors gets built up.
Economy of scale is achieved by aggregation of requirements.

- Better access to procurement spending information and analytical reports
 - Saving of Resource, Time, Money & Energy.
 - Better Efficiency, Performance and Growth Pattern
 - Healthy Buyer-Supplier relationship and environment

 - **A complete procedure from publishing Tender Notice online to issuing digital Purchase Order**
 1. Online Tender Publication
 2. Online Tender Promotion through email alerts
 3. Corrigendum Publication (if any)
 4. Online Vender Pre qualification
 5. Document Sale (online and offline payment options)
 6. Online Pre Bid Meeting
 7. EMD Submission (online and offline payment option)
 8. Techno Commercial Bid Submission
 9. Price Bid Submission
 10. Technical and Financial Evaluation
 11. Negotiation & Award of Tender
 12. Data encryption with PKI support certified by recognized CCA. 128 or higher bit encryption with SSL security.
 13. Provision of audit trail with log files
- 6.2.4 In all cases where open tendering is resorted to, the tender inquiries shall invariably be sent through registered post, to the approved suppliers on the Nigam's registered lists, simultaneously with the floatation of open tenders.
- 6.2.5 All tenders received against open-tender enquiry or E-Mail Tendering irrespective of whether they are from the approved suppliers on the registered list or others, shall be considered, provided they are in accordance with the NIT terms & conditions and specifications.
- 6.3 Purchase through limited tenders:
- Where open tendering has been dispensed with in terms of the proviso to the Regulation 6.2.1 or, where the purchase of an item falls within limited tendering the purchase shall be made through limited tendering by issuing tender inquiries per registered post to approved suppliers on the Nigam's list. Where there is no approved list or sufficient number of parties are not registered with the Nigam, list of firms to whom inquiries are

to be issued, shall be approved by the next higher authority or SPC. Website publicity shall be given. Copy of the limited tender may also be sent to ITMA, IEEMA & Tender city for wider publicity.

6.4 Purchase through single tender.

Except for an item which the Nigam may specifically reserve for purchase from a particular supplier, no purchase shall be made on a single tender by selecting any particular supplier, even if he is borne on the Nigam's list of approved suppliers.

Provided that in very exceptional circumstances of an emergent nature, the purchase may be made on a single tender by dispensing with the open/limited tendering procedure, with the specific approval of the Whole-time Directors, up to a maximum limit of Rs 1,00,000 only, subject to the reasons to be recorded in detail.

6.5 Purchase on D.G.S. & D (G.O.I and DS&D Haryana) rate contracts.

6.5.1 Items available on D.G.S & D's ,G.O.I or DS&D Haryana rate contract or on rates controlled/approved by the Govt. of India or Govt. of Haryana or any other statutory Agency, shall normally be purchased from the manufacturers/principal dealer borne on the D.G.S. & D or DS&D Haryana approved rates lists.

6.5.2 When D.G.S. & D rate-contract or the approved rates referred to in Regulation 6.5.1 have expired and the purchasing authority is not aware of any fresh rate-contract entered into by D.G.S. & D of GOI or DS&D Haryana new approved rate, if any, the item shall be procured through open or limited tenders as may be appropriate in each case. However, in such cases, inquiries shall also be sent by registered post to all those parties who were earlier on the D.G.S. & D GOI or DS&D Haryana rate-contracts or on approved rate suppliers' list, who shall be asked to indicate in their tenders whether they had since renewed their rate-contract or executed a fresh rate-contract with the D.G.S. & D, G.O.I. or D.S. & D Haryana and if so, to quote full details thereof, and, if not, whether they would be prepared to offer the same rates as approved in the D.G.S.& D rate-contract or D.S. & D Haryana rate contract when such contract is finalized, if the rates therein are lower than what have been quoted by them against the enquiry.

6.5.3 Purchase of items borne on rate-contracts with D.G.S. & D or D.S. & D Haryana may also be made outside the rate-contract whether from the same party or others, but it shall be ensured that in such cases, the price and other terms are not less favorable to the Nigam than those provided for in the rate-contract concerned. Approval of Whole-Time Directors / Board of Directors as the case may be, will, however, be necessary in such cases.

6.5.4 Certain items as prescribed from time to time can be purchased through annual rate contract which shall be valid for a period of one year and the detailed procedure, rates terms and conditions shall be notified by the CE/MM after obtaining approval of WTD's.

6.6 Petty cash purchases:

6.6.1 Notwithstanding any thing contained in these Regulations, petty purchases not exceeding Rs.2000/- on each occasion, may be made on cash and carry basis after orally ascertaining the lowest rates and recording a certificate to this effect.

Provided further that purchases upto Rs.5,000.00 in each case can be made on cash and carry basis after orally ascertaining the lowest rate with the approval of concerned Head of Department.

6.6.2 Payments in respect of such petty purchases may be made from the imprest available with the purchasing authority or by cheque through the concerned DDO.

6.6.3 Purchases of goods and services upto Rs.25,000.00 can be made after ascertaining the lowest rates through hand quotation by a Committee of three officers consisting of one officer in the rank of XEN, one Accounts Officer and third officer of concerned wing of the Nigam after observing usual formalities as prescribed.

6.7 Pilot Projects on New Technologies:

With the advent of I.T. and due to continuous R&D, technology and scientific advancement, the power utility is also required to adopt new technology which is considered beneficial for DHBVNL. Such New technology can be introduced as a pilot scheme to assess its acceptability by the organization with cost benefit impact. In order to bring improvement in distribution system and to introduce new technology as a pilot scheme the following Delegation of power shall be exercised.

<u>Sr.No.</u>	<u>Authority</u>	<u>Financial limit</u>	<u>Remarks</u>
1.	Board of Directors	Full powers	} As per DOP-4(d)
2.	WTDs	Upto Rs. 1 Crore	
3.	CEs/HOD's	Upto Rs. 30 lacs with the approval of WTD's	
4.	SE's	Upto Rs. 15 lacs with the approval of WTD's	

Procedure

The Pilot project on new technology can be approved as per above Delegation of power and the procedure hereunder.

1. The result/experience of implementation of such pilot scheme by any organization in the country would be recorded.
2. The feasibility reports of such pilot scheme/project is required to be prepared by a team of at least two technical officers, specifying the cost and benefit of a particular scheme for its implementation as a pilot. The project will be approved by the WTDs.
3. In case of proprietary project : Tender from single tenderer can be accepted on the terms, conditions and technical specification as agreed by the said supplier with other power utilities.

4. In other cases : Limited tender enquiry shall be floated in all cases, on the terms, conditions & specification of pilot project if any implemented by any power utility in the country or as decided by purchasing authority.
5. Such pilot projects shall not result into restricted competition for future contract.
6. On completion of pilot project/scheme the result of such project/scheme shall become the base for adopting the new technology in other area of DHBVNL as per normal procedure.

6.8 Purchases from other power utilities

To meet with emergent requirement the purchases can also be made from the other power utilities of Haryana / neighbouring states for small quantities on the rates terms and conditions to be decided by the WTDs.

6.9 Power to approve rate contract for purchases/works

High Powered Rate Contract Committee has the power to finalize the various rate contracts for purchases/works on the model of DGS&D, Govt. of India, consisting of the following members.

1. The CE/MM, DHBVN, Hisar.
2. The CE/PD&C, DHBVN, Hisar.
3. The G.M.(Commercial), DHBVN, Hisar.
4. The F.A.(HQ), DHBVN, Hisar, Member.
5. The S.E./Admn. DHBVN, Hisar– Member Secretary.

The senior most Chief Engineer will officiate as Chairman of the ibid stated committee whereas other two Chief Engineers will be the Members of the Committee. The office of Chief Engineer (MM) shall provide all secretarial and other supporting documents/concerned papers to the Committee.

6.10 Engagement of Consultant

In order to implement the latest and advance technology in the Nigam, the services of the experts/consultant are required from time to time. These assignments can be in the shape of the contract i.e. (i) Time based assignment (LCS) (ii) lump sum payment (QCBS) assignment. The request for proposal includes, standard letter of invitation, standard instruction to consultant, term of reference and a standard form of contract. The assignment of the consultancy services shall be made as per following delegation of Power.

Sr. No.	Authority	Financial limit
1	Board of Director	Full Powers
2	W.T.D's	Upto Rs. 50 lacs in each case.

REGULATION 7 : ISSUE OF TENDER ENQUIRIES :

- 7.1.1 After the consolidated item-wise indent of equipment and material required during the year, as provided for in Regulation 3.2 above, has been prepared, the purchase department will initiate the procurement action by inviting open, limited or single tenders, as appropriate in each case in terms of Regulation 6, clearly indicating the quantities and specifications of the material to be purchased. As far as possible separate tender notices should be issued for separate items. The notice inviting tenders (hereinafter referred to as NIT) shall be issued in the Proforma prescribed in Schedule 'A' to these Regulations and shall be accompanied by the following forms and documents:-
- i) Instructions to tenderers as prescribed in Schedule 'B' – One copy.
 - ii) Tender form as prescribed in schedule 'C' – three copies.
 - iii) Terms and conditions of contract as prescribed in Schedule D-I (for procurement of material), D-II (for repair contract), D-III (for Turnkey Contracts), D-IV (for Civil Works) and D-V (for service & other contracts), as the case may be along with Annexure thereto.
- 7.1.2 The Annexure 'A' and 'B' to Schedule 'D' should be filled in before issue to the tenderers, by the Purchasing Department.
- 7.1.3 The terms and conditions of Pilot Projects and Service Contracts cannot be standardized as each Project/ Contract has a novel condition. The purchasing authority therefore shall obtain prior approval of the Terms & Conditions from WTDs before floating the N.I.T.
- 7.2 The notices so issued whether for open, limited or single tender (s), shall be chronologically entered in a Register of Inquiries/Tender-Notices maintained in the purchase department and a specific serial number shall be allotted to them in the same order. The NIT shall clearly specify the date by which the quotations must reach the purchase department as well as the date on which the tenders shall be opened. The period for submission of tender from the date of advertisement of NIT in leading Newspaper / Loading on Web Site / date of Registered Post / Fax is as under:-
- i) For Global tenders = at least 45 days or as per DGS&D (GOI)
 - ii) For open tenders = at least 21 days
 - iii) For short terms open tender/limited tender = at least 11 days
- 7.3 Where open tenders are invited, it shall be ensured that copies of the NIT are issued to all the registered suppliers in the approved list. In the case of limited tendering, the NIT's shall be issued to the parties through registered / speed post.
- 7.4 The tenderers will be asked to quote their rates as well as schedule of delivery for each item included in the NIT, and return the tender form (Schedule 'C') alongwith the terms

and conditions of the contract (Schedule 'D') and Annexure A and B attached thereto, all in triplicate, duly signed at each page thereof.

- 7.5 However, for specified items, (a list of which duly approved by the Whole Time Directors, will be published from time to time), the tenderers shall be asked to submit their quotation/ tender in two parts – the first part relating to technical specifications, schedule of deliveries, and all other terms and conditions except the rates, and the second part containing the rates quoted for each item as well as other related terms like freight, Insurance, E.D., CST/ST/VAT price escalation, etc. Each part of the tender shall be submitted in separate sealed cover superscribed with the tender enquiry No. and the part No. of the tender, and both the sealed covers shall be sent by the supplier in the single sealed envelope.
- 7.6 Sale of tender documents : Tenders shall be sold up to the last working day earlier to the date of opening of tender. The cost of tender shall be 0.25% of Estimated value of the material/Contract subject to minimum Rs. 250/- & maximum Rs. 2000/- (upto 50 Lacs) and Rs. 4000/- above 50 Lacs.
- 7.7 Receipt of tenders: A tender box in front of the office of purchase department shall be provided. The tenderers will put their tenders in the tender box up to 5.00 PM one day before the opening of the tenders. The purchase department shall remove the tender box at 5.05 PM on that date and remove all the tenders. The purchase department will ensure that due secrecy about the names of tenderers is maintained, so as to avoid pooling by the tenderers. The purchase department on the next day shall record entry about the number of tenders and names of tenderers and get the same authenticated from S.E./Purchase.
- 7.8 The purchase department shall call for the sample along with the tender wherever required. In case the supplier fails to submit the sample offer shall be liable for rejection.

REGULATION 8 : OPENING OF TENDERS :

- 8.1 The tenders shall be opened on the due date jointly by the committee of three officers of the purchase department (two technical officers, one not below the rank of Xen and the other not below the rank of AE and a representative of the Finance Wing not below the rank of Accounts Officer. In case Sr.AO/AO MM is not available, the FA&CAO/MM would depute any officer not below the rank of Section officer for the purpose). The tenders will be opened in the presence of the representative of the suppliers/ contractors, who have participated in the tender enquiry. The rates quoted by the tenderer(s) shall be announced by an Officer opening the tenders. The particulars of the tenders received shall be noted in "Tender Opening Register" maintained by Purchase wing. Bid opening minutes shall be issued by the in-charge of the Tender Opening Committee in the format as per Schedule 'H'. All the officers will put their dated initials on all the pages of the tender papers so opened and also encircle the rates quoted under their dated initials.

Any alteration or cuttings in the rates and / or any important term, condition, noticed at the time of opening of tenders, shall be specifically recorded by indicating the finally quoted figure/word in red ink under the officers' attestation.

- 8.2 While opening the tenders, the officers shall also indicate the total number of pages contained in each tender, on the first page of the tender papers under their dated initials.
- 8.3 In cases where tenders are received in two parts, the officers shall open only the first part (Technical bid) in accordance with the above procedure, the sealed envelope containing the second part (Price bid) shall be initialed by the Tender opening committee and retained in the custody of the purchase department.
- 8.4 Where for any unavoidable reasons, the tenders cannot be opened on the due date prescribed in the NIT, the date shall be extended by the purchasing authority and such extended date notified to all concerned. The tenders will then be opened on the extended date, so notified.

In no case the due date for opening of tenders prescribed in the NIT, shall be advanced to an earlier date.

- 8.5 In case a tender is not accompanied with the prescribed earnest money, a note to this effect shall be made by the officers opening the tender on the tender papers under their dated initials and such a tender shall be rejected out rightly , even if it conforms to all the other terms and conditions of the NIT.
- 8.6 Only such tenders which are submitted on the prescribed tender form (schedule-C) accompanied by duly signed Terms and conditions of contract as in Schedule 'D' along with Annexure 'A' and 'B' thereto, shall be considered and others shall be liable to be rejected. However, tenders containing minor and inconsequential variations with the prescribed terms may also be considered with the approval of the Chief Engineer, but in such cases, a note regarding these deviations shall be duly made against the relevant tender or in the comparative Statement of Tenders, clearly indicating that these tenders have been included for consideration on merits, with the approval of the Chief Engineer.
- 8.7 All tenders involving a major departure from the prescribed terms and conditions or technical specifications or otherwise containing ambiguous and vague terms shall be rejected, after recording detailed reasons in this behalf by the purchasing authority.

Provided that where the tenders have been invited in two parts, all tenders received against Part-I, including those which involve deviations from the prescribed terms and conditions, shall be examined in detail by the S.P.C. with a view to assessing their technical and general suitability, and clarifications, if any, required from the tenderers shall also be obtained by this committee to help them in their decision. The tenderers will also be given an opportunity to submit a revised Part-II tender in the light of such further clarifications or changes in the terms and conditions of Part-I as they may find

acceptable and in such cases, the revised Part-II quotation shall be required to be submitted by a certain specified date in supersession of Part-II tender submitted earlier. After the committee has decided upon the suitability of the Part-I tenders, the Part-II of approved tenders shall be opened, in accordance with the procedure for opening of tenders outlined above and on such date as the committee may fix for such opening. Ordinarily, the Part-II tenders shall be opened within forty-five days of the opening of the part-I.

8.8 Tenders received after the last date notified for their receipt shall not be opened at all regardless of the date of posting by the tenderer. The following procedure shall be followed in respect of tenders received late:-

- a) Immediately on receipt of the tender, the envelope shall be superscribed with the words 'Late tender not to be considered'.
- b) The tender will, therefore, be kept in safe custody till the decision of the case.
- c) After the decision of the case, the envelope will be opened and the tender papers superscribed with the words mentioned in clause (a) above.
- d) The earnest money contained therein shall then be returned to the tenderer.
- e) The tender papers will, thereafter, be retained for a period of three years and then destroyed.
- f) Since these "Late tenders" after finalization of requisite enquiry are no more secret documents, as such it would facilitate their quick disposal if the same are opened by the Supdt. (P) after obtaining Enquiry Finalization certificate from the concerned Xen. Further action as required under sub para (d & e) above shall be taken in toto.
- g) In case of tender which are received later than the due date and there is some genuine reason for the delay, such late tenders may be accepted by the C.E. till one hour before time fixed for the opening of the tender to cover up the eventualities.

8.8.1 In order to cut short the delay in the finalization of purchase proposal, the following schedule shall be observed:-

Time schedule tenders :

1. Single part tender must be decided by SPC level within 30 days from the date of opening.
2. Two part tender must be decided by SPC within total 45 days from the date of opening of the part one or 15 days from the date of opening of part second (price bid) which ever is earlier.

REGULATION 9 : PROCESSING OF TENDERS

- 9.1 Immediately after the opening of the tenders or Part-II of the tenders, as the case may be, all the tenders approved for consideration in accordance with Regulation 8 above, shall be tabulated in the purchase department in a 'Comparative Statement of Tenders' as prescribed in Schedule 'F' to these Regulations. The comparative statement will indicate, inter- alia, the base price as well as other extra charges on account of freight, Insurance, excise duty, sales tax, VAT etc. and the net equivalent price after adding all these elements for each quotation. The comparative statement will be checked with reference to the original tender papers by an officer in the purchase department different from the one who has prepared it and a further checking will be done by an Accounts Officer of the attached Finance Wing. Each officer computing or checking the statement will put down his dated initials on the comparative Statement in the relevant prescribed columns and the statement shall, thereafter, be approved by the purchasing authority under dated initials.
- 9.2 The comparative statement will also indicate the rate on which the item was last purchased, the name of the supplier from whom it was purchased as well as the "suppliers rating" in respect of all the tenderers who may have supplied this item on any earlier occasion.
- 9.3 Purchase preference: Purchase preference may be allowed upto 50% of the requirement to the industrial units located in Haryana on the lowest quoted/ agreed rates provided the tendering firm claim the purchase preference in their tender and submit the registration certificate and the valid purchase preference certificate issued by Industries Dept. Alongwith their tender and submit an affidavit that their sales office for the purpose of billing is based in Haryana and all the billings are/ will be raised from Haryana only. Provided purchase preference of 50% of the quantity shall be allowed only to those industrial units in Haryana who qualify among 3 lowest valid firms **and agrees to accept the lowest (L1) tenderer rates** and where more than one tenderer having their industries in Haryana agreed to the lowest rates, the 50% quantity covered under purchase preference, may be divided between them on proportionate basis keeping in view the quantity/ delivery period quoted by them.
- 9.4 After the comparative statement has been so prepared and approved by the purchasing authority, that authority shall make a final selection of the party or parties on whom the purchase order should be placed. Where the purchase is required to be made with the approval of Whole Time Directors of the Nigam, or BOD the comparative statement will be examined initially by the stores purchase Committee who will give their detailed comprehensive and self contained recommendations covering inter-alia the following points:-
- i) Factual position regarding floating of tenders, actual requirement of the material, parties which have responded to the tenders and comparative prices quoted by them.

- ii) The deviation in specifications which are recommended for acceptance.
- iii) Reasons for not recommending the lowest tenderer.
- iv) Financial implications involved in ignoring the lowest rate.
- v) Previous performance of the party from whom the purchase is recommended to be made and his rating.
- vi) Rate on which the same item was purchased on the last occasion, the name of the party from whom it was purchased and its performance.
- vii) Deviations in commercial terms recommended for acceptance.
- viii) Total financial implication involved in the purchase proposal.
- ix) Serial-wise items on which approval is required.

These recommendations along with a copy of the relevant comparative statement shall, thereafter, be submitted to the Whole Time Directors or through them to the B.O.D. as necessary, and action to place the purchase order shall be taken in the light of the decision given by the Whole Time Directors or the B.O.D., as the case may be.

9.6 Low rates :- To curb the tendency to quote low rates and execute the works unsatisfactorily, the quoted rates shall be compared with the estimated cost and shall be dealt with as follow:-

- a) If the quoted rate for a work is below 25% of the estimated rates, it will be rejected.
- b) If the quoted rate is between 10% and 25% below the estimated rate, the contractor will remit performance guarantee equal to the difference between estimate Price and quoted price. This will be released after satisfactory completion of the work.

9.7 It shall be the duty of the purchasing authority, or of the CE in cases where the W.T.Ds. or the B.O.D. are the purchasing authority, to ensure that the final decision on the case is taken or obtained at least 15 days before the expiry of the prescribed period of validity of tenders. For this purchase, a minimum period of twenty one days shall be reserved for consideration of the case by the Store Purchase Committee or Whole Time Directors as may be competent to take final decision and a minimum period of 40 days for consideration and decision by the B.O.D., if the case requires the B.O.D. approval.

Provided that where for any un-avoidable reasons, a delay has occurred and the period of validity is due to expire before the time reserved for consideration of the case by the SPC/WTDs/ BOD, the Chief Engineer will bring this fact pointedly to the notice of the purchasing authority with a view to obtain an immediate decision, and where this is not possible due to circumstances beyond control, he will take immediate steps to obtain extension of the validity period from the tenderers.

9.8 Where a purchase falls within the competence of the SPC but there is a difference of opinion between the Members of the Committee on the selection of tenders for placement

of orders, the case will be reserved for a final decision by the Whole Time Directors. A similar procedure will apply, mutatis mutandis, in the case of purchases requiring Whole Time Directors approval, when the final decision will be given by the BOD in the event of a difference of opinion between the Whole Time Directors.

- 9.9 Notwithstanding anything contained in these regulations, approval of the next higher authority shall be obtained before placing a purchase order where the open or limited tendering attracts less than three tenders resulting lack of competition.

“While finalizing the turnkey tenders by the field officers, they can also place a purchase order/work order on a single tenderer if the cost of the bid is $\pm 2\%$ of the estimate cost.”

REGULATION 10 : NEGOTIATIONS

- 10.1 No negotiations shall be conducted with the tenderers after opening the price bids for goods, works and services.

After opening of the price bids, if L-1 rate is found more than estimated rate/cost of the tender by more than 10%, the tender enquiry shall be dropped and the tenders be invited afresh after detailed scrutiny of the estimated cost.

The above amendment shall be applicable in the NIT/Tender Enquiry floated w.e.f. 1.11.2006 and onwards.

- 10.2 This clause will not apply to the negotiations conducted by the SPC with the tenderers after the opening of Part-I tender, where the tenders are invited in two parts.

Provided further that negotiations regarding delivery schedule and other commercial terms not related to the rates quoted which may be conducted by the purchasing authority with the parties selected for placing the purchase order, shall not be deemed as a negotiation under this Regulation.

REGULATION 11 : PLACEMENT OF ORDER ON A TENDERER OTHER THAN THE LOWEST

Normally, the purchase order shall be placed only on the lowest tenderer or tenderers, taking into consideration the total requirement and the maximum quantities offered by tenderers in their respective quotation. Where the lowest tenderer or tenderers is/are to be ignored, except for technical unsuitability of the material, this shall be done only with the approval of the authority next higher to the purchasing authority. The next higher authority approving such a course shall place on record clear and self-contained reasons for ignoring the lowest tenderer after satisfying itself about their correctness and validity. Such general and vague statements as ‘Not in accordance with the specification’ ‘Not technically suitable’ etc. shall not be accepted as valid grounds for the rejection of the lower tenders. Where the item offered does not conform to the specifications, the

variations shall be clearly brought out in detail.

The powers given to various authorities for the purchase of material and equipment shall be absolute and in no case shall be referable to the next higher authority either on the ground that it is proprietary item and only one tender has been received or on the ground that the lowest tenderer has to be ignored due to reasons other than technical or any other ground. However, when in the case of non-proprietary item less than 3 valid tenders have been received then the purchasing authority may in its option either reinvoke tenders or forward the case to the next higher authority, of course along with its own recommendations with reasons and justifications.

Provided that where the variation between the rate ignored and the next higher accepted rates is 2% or less, approval of the next higher authority will not be required. However in such cases too, the purchasing authority shall place on record detailed reasons in support of its decision.

REGULATION 12 : ACCEPTANCE OR OTHERWISE OF ESCALATION CLAUSE FOR RAW MATERIAL, WAGES ETC.

- 12.1 Ordinarily no Price variation clause shall be inserted in the P.O. if the delivery period is within 6 months and falls within same financial year, the price quoted should be firm.

In certain tenders, it is likely that the tenderers may demand the inclusion of a Price variation clause in the Purchase Order to protect themselves against any statutory variation in the prices of raw materials/components, wages etc. In such cases, it should be clearly provided in 'Instruction to Tenderers accompanying the NIT' that where the tenderer wishes to include a price variation clause in his quotation, he should ensure that the clause provides full details of the Price Variation formula and brings out precisely the actual variations, in the price of the finished item for every rupee worth of variation in the price of each item of raw material/component or wages, to which the variation applies. If a Price variation clause is included, Price Variation shall be applicable both sides, i.e. for escalation as well as reduction, unless its operation for reduction of price is specifically barred. Also wherever IEEMA price variation shall be made applicable as per the proved IEEMA formula and the Variation shall be based on this formula. It should also be made clear in the terms and conditions of the contract that even if the terms of price variation (other than IEEMA price variation clause) is accepted by the Nigam, the actual variation will be admitted only on furnishing such documentary evidence as may be required by the Nigam in support of the variations in respect of such item of raw material/component wages etc. for which the price variation is claimed. Moreover, the price variation will be allowed with reference to the dates when the material is offered for inspection with the exception of cases governed IEEMA price variation clause where the price variations will be allowed according to the stipulations made in the IEEMA price variation clause.

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- 12.2 (l): Loading of tenders while working out the equivalent prices where the prices are quoted as variable.
- (a) In case of tenders which have price variation clause with a specified ceiling for increase/decrease in rates, the equivalent prices will be worked out after loading the prices at the maximum escalation (+) ceiling in rates for comparison.
 - (b) Where the prices quoted in the tenders are variable subject to any decrease/increase in prices without any ceiling, the maximum escalation ceiling limit (+ side) provided by any of the other tenderer against that enquiry, will be taken as the ceiling for working out the equivalent prices for the purpose of comparative statement.
 - (c) In case all the tenderers have quoted viable prices and without any ceiling then the equivalent prices will be worked out without loading the variation.
 - (d) Where the tender includes variation clause with provision of escalation only, the ceiling provided in that tender or in case ceiling is not given in that tender then the maximum ceiling on price escalation provided by any other tender against that enquiry will be taken into account while working out the equivalent prices.
 - (e) Where some tenderers offer a fixed price without variation while all other either offer a plus minus variation without ceiling or merely an escalation without ceiling then all such tenders where prices are variable would be loaded to the extent of 10%.
 - (f) In case there is reference of decrease in prices only and a ceiling may or may not have been given, no loading on this account will be made on rates for the purpose of comparative statement.
- 12.3 When the exception of IEEMA Price Variation Clause, no variation shall be permitted ordinarily in respect of any items not arising out of the operation of any law and Statute and mandatory order of the Govt. of India or the concerned State Govt. Thus the variation in cases other than that regulated by IEEMA PVC shall be confined to such variations as sea freight, Indian Railways goods tariffs, excise and custom duty, Sales Tax Octroi, Prices of raw materials arising out of any statutory enactment or levies over which the supplier has no control, statutory awards by wage Boards etc. Those cases not covered herein shall be dealt with on their own individual merit.
- 12.4 Notwithstanding anything contained in the foregoing provisions of this Regulation no purchasing authority below the level of the Stores Purchase Committee shall place a purchase order containing a price escalation clause.
- 12.6 The prices charged for the material supplied under the Contract by the Contractor shall not exceed the lowest price at which the Contractor sells the Stores or offer to sell material of identical description to any person(s) /organization(s) including the Purchaser or any Department of the Central Government or any Department of a State Government

or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all Supply orders placed during the currency of Contract is completed.

REGULATION 13 (A) : AWARD OF THE CONTRACT/LOA

Purpose

Purpose of the Letter of Intent is to formally intimate the successful bidder/bidders of the intention of the Nigam to procure the equipment/for the execution of the specified work.

General Consideration

Letter of Intent shall contain the following information:-

1. Equipment to be procured with quantities/price, amount of the performance B.G. to be furnished within the specified period as per NIT.
2. Award of the contract should be within the period of validity of offers.
3. No changes should be made in the general terms and conditions.
4. It will be ensured that the award is made in view of provisions of Procurement Manual/ NIT as per decision taken by the Competent Authority.

REGULATION 13 (B) : ISSUE OF PURCHASE ORDER:

- 13.1 After the purchasing authority has taken a decision on the selection of tenderer on whom the purchase orders are to be placed, the purchase orders shall be issued by the Chief Engineer/MM or any other officer under him, specifically authorised in this behalf by the Nigam, within 21 days of L.O.A.

The supplier/contractor shall furnish the Bank Guarantee/ Security in the required manner i.e. in the shape of DD or Bank Guarantee equivalent to the 10% of the contract value or as per provisions of tender document within 15 days from the date of issue of LOA and prior to the issue of detailed purchase order/ contract. In case, any firm/ contractor fails to furnish the performance security, the issue of purchase order/contract should be withheld by the concerned authority till the receipt of performance security.

- 13.2 All Purchase orders shall be issued through fax/ speed post after numbering in accordance with a meaningful and compact code which may be standardised by the purchase department in consultation with the FA&CAO/MM. Postal time for delivery of P.O. shall be allowed upto five days only.
- 13.3 On the day the purchaser convey acceptance to the supplier's offer either through telegram or by a letter, the date of telegram or letter will be the date of agreement and the contractual obligation of the supplier will commence from that very date. The supplier

will have no right to revoke his offer after the acceptance of purchaser.

13.4 Repeat Order

Repeat order against a previous order can be issued with the approval of **Board of Directors** in urgent cases subject to the following conditions:-

- (a) Items ordered have been delivered successfully.
- (b) Original order did not cover urgent/emergent demand.
- (c) It is not placed to split requirement to avoid sanction of the next higher authority.
- (d) There is no downward trend in price as ascertained through market intelligence.
- (e) The firm is prepared to hold the same prices, terms and conditions including delivery schedule as per our requirement.
- (f) The requirement is for stores of identical nature/specification, nomenclature etc. **Minor improvements in specification or phasing out of products due to obsolescence should not be precluded from purview of repeat order.**
- (g) It is placed within **12 months** from the date of completion of supply against previous order.
- (h) Repeat order quantity be restricted to maximum of **100%** of last order quantity.
- (i) The original order placed should be on the basis of lowest (negotiated) price and not on delivery preference basis.
- (j) Repeat order can be placed for one time only.
- (k) **In case P.O./contract where option clause has been availed of, it may not be desirable to place further repeat orders.**

Option Clause

The purchaser retains the right to place order for additional quantity up to a **maximum of 50%** of the original contracted quantity at the same rate and terms of the contract. Such an option is available during the original period of contract provided this clause has been incorporated in the original contract with the supplier. Option quantity during extended DP is limited to 50% of balance quantity after original Delivery Period.

Option clause can be exercised with the approval of the authority under whose powers total value of supplies of original contract plus 50% option clause falls. This option is normally exercised only when there is no downward trend in prices as ascertained through market intelligence.

REGULATION 14 : EARNEST MONEY AND SECURITY DEPOSIT:

- 14.1 Every tenderer, while submitting his tender, shall be required to furnish the earnest money deposit specified in the NIT, in the form of cash or demand draft drawn in favour of the Nigam. Earnest money deposit should accompany the tender document, without which the tender shall be rejected forthwith. **However EMD in the form of Bank Guarantee in favour of the Nigam shall also be accepted if the estimated value of the material/contract is more than 5 Crores.**

Provided that the following shall be exempted from depositing the earnest money:-

- i) Wholly Govt. of India owned Undertakings.
 - ii) Wholly Haryana State owned Undertaking.
- 14.2 Earnest Money deposit furnished with the tender in the form of a cheque or in any other form not specifically approved by the Nigam shall not be accepted under any circumstances nor shall a request from the tenderer for the transfer of earnest money/ security deposit furnished against any previous tender to the tender under consideration, be entertained.
- 14.3.1 The amount of earnest money to be specified in the NIT by the purchase department, shall be worked out @ 0.5 % (half to one percent) of the estimated value of the tender rounded to the next higher multiple of Rs 1000/- or Rs 2,50,000/- which ever is lesser for a particular tender enquiry for the purchase of material.
- “While finalizing the P.O./Contract by the field officers, the amount of earnest money shall be worked out @ 0.5 % (half to one percent) of the estimated value of the tender rounded to the next multiple of Rs. 1000/- or Rs. 1,00,000/- which ever is lesser for a particular tender enquiry for the purchase of material.”
- 14.3.2 In case of works contracts / Turnkey Projects processed by the office of CE/PD&C the EMD would be worked out @ 1 % of the estimated value subject to maximum of Rs. 4.00 lacs against each NIT.
- 14.3.3 Earnest money deposits will not be required where the estimated value (based on past experience and own estimate) of the NIT is less than Rs 20,000/-.
- 14.4 As soon as the tender has been decided upon and the order placed on the selected supplier / contractor(s), the earnest money deposit of the unsuccessful tenderers (**except L-1 & L-2 bidders**) shall be released forthwith by the purchasing department without waiting for any formal application from the unsuccessful tenderers. The purchasing department shall ensure that the refund of earnest money deposit is allowed within two weeks of the decision on the NIT. **The EMD of L-1 & L-2 shall be released after submission of Bank Guarantee by the successful bidder i.e. L-1.**

14.5 The earnest money furnished by the successful tenderer's to whom the purchase order/contract is allotted shall be refunded within 7 days from the receipt of performance guarantee as per contract by the accounts wing/DDO on intimation to the purchasing authority for making necessary entries in EMD register.

Provided that for erection and construction works / projects, IT and other services, the security deposit shall be deducted @ 10 percent from the contractors, running payment bill(s) and the same shall be refunded after faithful execution of contract/compliance .

Provided further that the provision of this regulation may not apply to a public sector undertaking of the central or State Govt. with whom terms and Conditions, regarding security deposit, if any required, may be negotiated/provided for.

14.6 Transfer of security deposit from one purchase order/contract to another may be permitted in exceptional cases with the approval of FA&CAO after ascertaining from the purchasing authority and the Accounts Officer concerned that the security deposit proposed to be transferred is free from all encumbrances and that the relevant contract from which it is being transferred has been completed and closed to the entire satisfaction of the Nigam, including completion of warranty period if any.

14.7 The earnest money/security deposit taken from the firms under this regulation shall be forfeited in part or in full under the following circumstances.

- I) If the tenderer withdraws his tender at any stage during the currency of his validity period, the earnest money shall be forfeited in full in such cases.
- II) If the PO has been issued but the supplier refuses to comply with it, the earnest money deposited by him shall be forfeited in full. This forfeiture shall be without prejudice to the right of the Nigam to claim damages as admissible under the law as well as to take action against the supplier for black listing etc.
- III) Where the purchase order has been issued but the supplier stops making the supplies after partial supplies. The security deposit shall be retained and adjusted against any loss that may be caused to the Nigam through risk purchase from alternative source and/or any other damage recoverable from the supplier under the terms of the contract.
- IV) In the event of a breach of contract in any manner, the security deposit shall be forfeited and adjusted against the claim of the Nigam on the supplier .

14.8 The purchase of proprietary item(s) (item which are manufactured/supplied by only one firm) may be made by the Purchasing Authority by allowing exemption from the deposit of earnest money if this becomes necessary and reasons will be recorded in writing. This provision will also apply for the purchase of spares from the manufacturers/ suppliers of the original equipment.

REGULATION 15 : TERMS OF PAYMENT :

15.1.1 Subject to any deductions which the purchaser may be authorised to make under this contract, the payment for the material shall be made as under:-

- (a) **For supply of material:** One hundred percent payment shall be made on 30th day from the date of receipt of material by the consignee or date of submission of documents i.e. bills/invoices in triplicate, receipted challan, inspection note, prescribed sale tax/excise duty certificates and excise duty gate pass wherever required etc. whichever is later.
- (b) The bank guarantee of the value of 10% of the contract price shall be furnished within 15 days from the date of issue of LOA which should remain valid for 90 days after the expiry of warranty period, failing which:
- (i) The issue of Purchase Order/Contract will be withheld by the concerned authority till the receipt of performance bank guarantee or DD in lieu of performance security.
- (ii) Penalty @ 0.35% per week or part thereof of the value of BG would be charged from due date of submission, till the BG or DD in lieu of BG is submitted by the firm.
- (iii) In case the performance bank guarantee or DD in lieu of performance security is not submitted within 45 days from the date of issue of LOA or the date if any stipulated by the purchasing authority, the Nigam reserve the right to cancel the LOA and initiate the action for allotment to L-2 firm.

Further a rebate of 0.35 percent per week or part thereof shall be availed of by the Nigam if payment is made earlier than the period specified. The rebate will be calculated on the payable amount.

In case of procurement of steel, furnace oil ,100% advance payment shall be made through DD and in case of stationery items 100% payment shall be made after receipt of stationery in Stores. The deposit of Earnest Money/ Security deposit and Bank Guarantee will not be insisted upon for these items.

15.1.2 For payment in respect of Turnkey Projects/works contracts:

- (a) **Price component for material:**
- (i) 70% payment of the cost of material including excise duty, sales tax, freight, insurance etc. will be made on 30th day of receipt of material by the contractor at works site store and after verification of receipt of material by the concerned AE / AEE of the Nigam and on execution of Indemnity Bond on NJS of appropriate value by the contractor.
- (ii) 10 % payment will be made on 30th day after the material has been erected/ utilized at site and verified by the concerned AE / AEE of the Nigam.
- (iii) Balance 20% payment shall be made on 30th day after inspection & clearance by the CEI, Govt. of Haryana.

(b) Price component for Erection Services:

- i) Eighty five percent of the total erection price component shall be paid monthly on pro-rata basis on 30th day on furnishing of certificate by the Engineer-incharge, for the quantum of work completed and on successful completion of quality check.
- ii) Balance 15% shall be paid on 30th day of taking over certificate of the sub station & line by the Nigam.

(c) The payment schedule as laid down above under para a&b will be applicable in case of turnkey projects/works contracts issued by the office of CE/P&D or any other competent authority at the Nigam headquarter.

- (i) The payment schedule in respect of turnkey projects/ works contracts processed and issued by the field officers (SE's/Xen's) shall be on 15th day as per procedure laid down above under para a&b.
- (a) The Sub-Division will be responsible to scrutinize, verify and submit the complete bill to the Divisional office **within 10 days (Head Office level contracts) within 5 days (Field Offices level)** from the date of receipt of the complete Bill. The liability of interest claim beyond **10/5 days** will rest on the Sub-Division staff and the same shall be recovered from the delinquent officers/ officials.

(d) Performance Bank Guarantee: The contractor shall arrange to furnish performance bank guarantee equal to 10% of total contract price valid upto 90 days after the expiry of warranty period i.e. defects liability period, within 15 days from the date of issue of LOA, failing which:

In case of circle level contract works issued by field officers, the contractor shall arrange to furnish performance bank guarantee equal to 5% of total contract price valid upto 90 days after the expiry of warranty period i.e. defects liability period, within 15 days from the date of issue of LOA.

- (i) The issue of Purchase Order/Contract will be withheld by the concerned authority till the receipt of performance bank guarantee or DD in lieu of performance security.
- (ii) Penalty @ 0.35% per week or part thereof of the value of BG would be charged from due date of submission, till the BG or DD in lieu of BG is submitted by the firm.
- (iii) In case the performance bank guarantee or DD in lieu of performance security is not submitted within 45 days from the date of issue of LOA or the date if any stipulated by the purchasing authority, the Nigam reserve the right to cancel the LOA and initiate the action for allotment to L-2 firm.

Further a rebate of 0.35 percent per week or part thereof shall be availed of by the Nigam if payment is made earlier than the period specified. The rebate will be calculated on the payable amount.

- (e) **Provision of payment of Interest to the Contractor for delayed payment beyond period stipulated in the payment clause of the Contract.**
- i) Each DDO responsible to make payment to the Contractor in respect of execution of works would ensure release of the payment to the Contractor as per provision of the payment clause made in the Contract.
 - ii) In case the payment is not made within payment schedule, as per contract, the Contractor would be entitled to claim interest @ 10% P.A. calculated at simple method of calculation of the interest for the delayed period beyond schedule of payment mentioned in the contract, provided the contractor has submitted the bill along with all relevant documents as per requirement of the contract for claiming his payment.
 - iii) In case of turnkey projects/works contract as per regulation, the payment for supply portion, erection portion is to be made on the 15th day on the receipt of the material at the site of work/furnishing of certificate of Engineer in-charge for successful completion of the work.

In case of delayed payment the responsibility at various levels will be as under:-

- a) The Sub-Division will be responsible to scrutinize, verify and submit the complete bill to the Divisional office **within 10 days (Head Office level contracts) within 5 days (Field Offices level)** from the date of receipt of the complete Bill. The liability of interest claim beyond **10/5 days** will rest on the Sub-Division staff and the same shall be recovered from the delinquent officers/ officials.
- b) The Divisional office will be responsible to ensure release of payment upto 15th day of the date of receipt of the complete bill in the Sub-Division and for any delay caused in Divisional office, the concerned officer/official of the Divisional office would be responsible for the interest claim of the Contractor in equal proportion.

15.1.3 For Repair Contracts : One hundred percent payment shall be made on 30th day from the date of receipt of material by the consignee or submission of documents i.e bills/ invoices in triplicate, receipted challan, joint verification report, stage/final inspection report, test certificates etc. whichever is later.

The bank guarantee of the value of Rupees five lacs on standard format of the Nigam shall be furnished within 15 days from the date of issue of LOA, which should remain valid for 90 days after completion of contract period including warranty period for faithful execution of the contract and safe custody of Nigam's property, failing which:

- (i) The issue of Purchase Order/Contract will be withheld by the concerned authority till the receipt of performance bank guarantee or DD in lieu of performance security.
- (ii) Penalty @ 0.35% per week or part thereof of the value of BG would be charged

from due date of submission, till the BG or DD in lieu of BG is submitted by the firm.

- (iii) In case the performance bank guarantee or DD in lieu of performance security is not submitted within 45 days from the date of issue of LOA or the date if any stipulated by the purchasing authority, the Nigam reserve the right to cancel the LOA and initiate the action for allotment to L-2 firm.

Further a rebate of 0.35 percent per week or part thereof shall be availed of by the Nigam if payment is made earlier than the period specified. The rebate will be calculated on the payable amount.

15.1.4 For Service Contracts : Completion of contractual formalities by the firm would be an essential requirement for claiming any payment. The firm shall be entitled to get payment as under :-

The payment shall be made on 30th day after the acceptance of the verification report of authorised officer by the Competent Authority.

Further a rebate of 0.35 percent per week or part thereof shall be availed of by the Nigam if payment is made earlier than the period specified. The rebate will be calculated on the payable amount.

15.1.5 For Civil Works Contracts: As per schedule-D (iv) of Civil works contracts.

Further a rebate of 0.35 percent per week or part thereof shall be availed of by the Nigam if payment is made earlier than the period specified to the civil contractor. The rebate will be calculated on the payable amount.

15.1.6 All payments shall be made by the purchaser or his authorised agent to the supplier/ Contractor in rupees in India, unless agreed, Otherwise.

15.2 In case any damage, shortages, etc. are noticed on receipt of material by the consignee, claims shall be lodged with the suppliers or amount withheld or the Bank Guarantee shall not be released till the claims are settled by the supplier.

15.3 As the bank guarantee is to remain valid for the entire period of the contract including warranty period, the supplier should be asked to get the validity of the bank guarantee suitably extended to cover any extension in the delivery period or warranty period agreed to by the purchasing authority or where any claim of the Nigam against him is still pending. It shall be the responsibility of the Finance Branch or the officer concerned under whose custody the Bank Guarantee is to be maintained, to ensure that the bank guarantee is got extended in time.

15.4 The defects/damages in the material supplied, if noticed, at any time during the warranty period, claims shall be lodged with the firms to make good the defect/damage or replace the material within a reasonable period not exceeding 45 days from the date of notification of such defect to the supplier. The damages/defects may be got rectified by the Nigam,

if the firm failing to do so, 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 from the supplier. The Nigam may also withheld the amount equal to cost of defective material.

- 15.5 The dispatch documents alongwith receipted Challans of the consignee, shall be presented by the firms to the concerned Accounts Branch for payment.
- 15.6 These terms of payment, can, however be modified by the Whole-Time-Directors without reference to the B.O.D. in the case of any particular purchase order where circumstances so warrant provided the purchase is within the competence of Whole Time Directors level.

Similarly the store Purchase Committee may amend this clause for purchase orders within the competence of Store Purchase Committee.

REGULATION 16 : TESTS AND INSPECTION :

- 16.1 The inspection and tests shall normally be arranged at the supplier's premises before the material is dispatched to the Nigam, and a copy of the inspection/test report in such cases shall be attached by the supplier in original with the receipted goods challan. For this purpose, the supplier shall be required to give at least 20(Twenty) days notice to the purchasing authority to arrange for the inspection of goods offered for dispatch on different occasions.

Provided that the inspection and/or tests may be waived off, in special circumstances by the Chief Engineer(MM) after recording reasons therefor, and the supplier authorised in writing to send the consignment or consignments without the inspection. In such cases the supplier will attach a copy of the Chief Engineer's (MM) with the receipted goods challan. Such material will, however, be subjected to inspection and test at the consignee's end and defects, if any noticed shall be notified promptly to the supplier for rectification or replacement of material as necessary under intimation to the Purchasing Authority and the Controller of stores.

- 16.2 Nigam intends to purchase only High Quality material. For this purpose stringent testing of the material shall be done. Inspection can be got done from third party inspectors or from Nigam's own officers. Apart from this 100% testing of the T/F shall be carried out at firms' premises as well as Nigam's. Samples from minimum 3 lots shall also be tested from Shri Ram Test House/Govt. Approved lab at Nigam's cost. If samples fail the entire lot shall be rejected and cost of testing shall be charged from the firm. In case 3 samples are rejected 3 times, the entire balance quantity shall be cancelled and firm can be considered for blacklisting.
- 16.3 The material inspected/tested by the Inspecting Officer of the Nigam at the supplier's end shall be duly marked with a clearly distinguishable identification mark so as to ensure that the inspected material has actually been despatched by the supplier. Even

so, if the material received is found to be defective/deficient at the consignee's end, the fact shall be brought to the notice of the supplier forthwith and the defect got rectified or the material got replaced as may be necessary. It shall be the duty of the consignee to report the deficiencies/defects not only to the supplier direct but also to the purchasing authority concerned and controller of Stores. The purchasing authority shall be responsible for ensuring that the payments made in respect of such material are adjusted/recovered in the event of the supplier's failure to rectify/replace the material.

- 16.4 In addition to the inspection and tests referred to in the foregoing clauses of this Regulation, it may be necessary in certain cases to prescribe the submission of test certificates issued by the supplier's own laboratories or any other agency specifically mentioned in the purchase order. In such cases, the purchasing authority shall further ensure that the prescribed certificate has been received and duly accepted by it before settling the supplier's claim.
- 16.5 The Chief Engineer/Material Management shall give clear instructions regarding the quantum and nature of inspection and tests to be carried out by the inspecting Officers, of different types of equipment/material. The purchasing authority will not only ensure compliance of these instructions but shall also take care to see that the facilities necessary for carrying out the prescribed tests are made available to the Inspecting Officer at the point the Inspection is to be carried out.
- 16.6 No consignment offered for inspection beyond the date on which it is required to be delivered as per the terms of purchase order, shall be subjected to inspection by the Inspecting Officer except with the approval of the purchasing authority nor shall such a delayed consignment be received by the consignee except with a similar approval.
- 16.7 Post receipt inspection: The material after receipt in the stores of the Nigam is liable to be inspected for its conformity to the specification by a representative of the Nigam in the presence of representative of the contractor/supplier after one week registered notice to the supplier/contractor. In case the firm fails to depute a representative in the specified date, the Nigam would be free to get the material checked in the absence of firms representative for which the firm would have no reason to protect at any stage and would be fully responsible of the outcome.
- 16.8 On receipt of the advance notice from the supplier offering the material for inspection the purchasing authority to get the material inspected and issue of despatch authorisation within 20 days as per time schedule tabulated below. In case the Inspecting Officer finds on arrival at the supplier's premises that the material was not ready for inspection and that the notice given by the supplier was infructuous, the expenditure incurred by the Nigam on arranging for such inspection shall be recovered from the supplier.

The Contractor shall be responsible to pay penalty of Rs. 20,000/- for each occasion at which the fake inspection call has been made or the material is rejected during testing/

inspection by the authorised agency/representative of the Nigam. This penalty would be in addition to the Nigam. This penalty would be in addition to the expenses incurred by the Nigam in deputing the Inspecting Officer, carrying out such inspection.

Challenge Clause- There will be provision for challenge of quality from other manufacturer. The other manufacturer can also request challenge testing for any test based on specification and losses. The challenger would request for testing with testing fee. The challenger would have the opportunity to select the sample from the store and any such challenge would have to be made within guaranty period. The party challenged, challenger and utility shall witness the challenged testing. The testing will cover-1) measurement of magnetizing current: 2) no load losses test, 3) load losses test (at 50% loading or as per acceptance test): 4) temperature rise test. The challenge can be conducted at NABL accredited laboratory like ERDA and CPRI Bhopal. If products fail, the manufacturer shall be declared as unsuccessful manufacturer for the product with wide publicity and would not be allowed to compete in further Nigam tenders and heavy penalty would be imposed.

16.9 Type Test conditions:

- i) In case of new firms fresh type test may not be insisted upon, if the type test certificates produced is not more than 3 years old and related to a purchase/supply to any of he utilities.
- ii) If the type test is conducted on a proto-type and the same has not been witnessed by any of the representatives of a Purchasing Organisation the same should not be taken as a valid type test. In such cases fresh type test be insisted upon before accepting the supplies, if the orders are placed on such firms and
- iii) In case of these firms whose past supplies made to Nigam, testify the satisfactory performance of the equipment already supplied a fresh type test may be waived off, in case there is no change in the design.

16.10 The following time schedule for inspection and issue of despatch authorisation shall be observed:

Sr. No.	Time Schedule for inspection / issue of D.I.	Description
1	Period for deputing inspecting officer/ agency from the date of receipt of offer of inspection	5 days
2	Period for inspection and submission of report thereof by inspecting officer/ agency after inspection.	10 days
3	Period of scrutiny of inspection report and issue of despatch instruction	5 days

16.11 Test and Inspection Clause for Distribution Transformers, In place of 16.2 & 16.7.

- (i) On offer of inspection for distribution transformers by the firm, a team of Nigam’s officials may go to the Works site of the Manufacturer to pick up samples from offered lot and

may send the same for testing as per GTP/Nigam's Technical Specifications at some Central Govt. Testing Lab. or at Nigam's Transformer Workshop at Nigam's cost.

- (ii) At the same time after receipt of offer for Inspection, Inspection Agency will be deputed to inspect 100% of the offered lot.
- (iii) The checking/inspection reports received from both the agencies i.e. sample checking report from Central Govt. Testing Lab. and inspection report of inspecting agency will be scrutinized by Office CE/MM and, if both the reports are found O.K. the dispatch authorization will be issued to the firm.
- (iv) After the receipt of material in the stores, the tests for no load and full load losses shall be carried out on each Transformers through post receipt inspection Committee constituted for the purpose.
- (v)
 - (i) No load losses and full load losses are fixed.
 - (ii) During post receipt inspection if the losses of any transformer are found more than the prescribed limit given in the technical specification, the Transformers shall be got replaced and in addition the penalty equivalent to the cost of transformer supplied will be charged from the firm for supplying inferior quality material.
- (vi) If during the post receipt inspection the failure rate of transformer is more than 10% of the lot supplied then the entire lot will be rejected and the firm will not be entitled for any payment. The payment, if any, made will have to be refunded back within 10 days of giving such notice of failure to the supplier.
- (vii) Inspection will be conducted every year, for the first 5 year on a 2% sample of the quantities supplied. Samples will be collected at random to establish that the guaranteed technical parameters are as per the submitted bid by the supplier. In the case of non-adherence, the purchaser may take suitable action on the supplier including cancellation of vender registration and banning further dealings, depending on the gravity of the deviation. These random inspection may be entrusted to a third party.
- (viii) if the distribution transformers rejection rate exceeds 5% of the total supply, the firm will be automatically blacklisted.

REGULATION 17 : MODE OF TRANSPORT :

The normal mode of transport for dispatch of material from supplier's end shall be by Road. However, in special cases where the despatch of material by road may entail undue delay and the transportation by an alternative costlier mode becomes necessary, the purchasing authority may with the approval of the next higher authority allow the transportation by such alternative mode.

Provided that where the mode of transportation selected is by air approval of the B.O.D. would be necessary.

- 17.1 The provisions of this regulation shall also apply mutatis-mutandis to cases where the mode of transportation is changed subsequently after issue of the purchase order.

REGULATION 18 : DELIVERY AGAINST PURCHASE ORDER/ WORK ORDER :

- 18.1 The delivery of material as per the Annexure "B" attached to the Terms and Conditions of Contract (Schedule 'D') shall be the essence of the contract between the supplier and the Nigam and the delivery of such consignment should be made within the scheduled delivery period.
- 18.2 As stipulated under Regulation 16.5 no supplies/consignments received after the due date, on which they were actually due according to the terms of the purchase order, shall be accepted by the consignee except, with the approval of the purchasing authority. In case the purchasing authority decides to accept a delayed supply, the supplier shall be liable to pay penalty @ one half of one percent per week or part thereof up to 10 weeks and 1 per cent thereafter per week or part thereof of the value of the goods, so delayed, subject to a maximum of 10% of the total value of the delayed supplies. In case the delivery schedule provides lot wise delivery of material, lot wise penalty shall be imposed.
- 18.3 In case of repair of damaged transformers, if the contractor fails to repair the damaged transformers within agreed/ committed lot-wise delivery period, the contractor shall be liable to pay lot wise penalty charges @ 0.5% per fortnight or part thereof upto 1st 10 fortnights and one percent per fortnight or part thereof of delay beyond 10 fortnights of the cost of repair, subject to maximum of 10% of the cost of repair of such transformers so delayed.
- 18.4 If the material is dispatched by a supplier after the expiry of the delivery period without any approval from the purchasing authority, such a supply will be the liability of the supplier and will be at his own risk.
- 18.5 The responsibility for watching the progress of supplies in respect of each purchase order and a rigid adherence by the supplier to the delivery schedule right up to the completion of the purchase order shall rest with the purchasing department which shall take necessary timely action to issue warning notices to the supplier to get the supplies expedited.in time
- 18.6 The above clauses shall also apply to work contract/ Turnkey Projects.
- 18.7 In case the due date of delivery in terms of delivery schedule falls on a holiday or holiday is subsequently declared on that date, the firm shall be required to complete the supply by the first working day falling next to the due date.

REGULATION 19 : EXTENSION IN DELIVERY SCHEDULE :

- 19.1 No extension of dates on which the deliveries are due as per the terms of purchase order shall ordinarily be granted except under force-majeure circumstances as defined under Regulation 22. Acceptance of a delayed supply at the sole discretion of the Purchasing authority shall be subject to the levy and recovery of liquidated damages as prescribed under Regulation 18.2
- 19.2 In exceptional circumstances, where the supplier applies for an extension of the due date of delivery well before that date, and advances good and valid reasons for claiming the extension to the satisfaction of the purchasing authority that authority may grant such extensions by amending the relevant clause of the purchase order and in such a case, no penalty/liquidated damages in terms of Regulation 18.2 shall be leviable or recoverable from the supplier. Where the reasons given by the supplier are not convincing, the request for extension shall be rejected and all delayed supplies if accepted shall be subject to the levy/recovery of penalty/liquidated damages as per Regulation 18.2.

Provided that where an extension is granted under this clause by the purchasing authority, it shall be made clear to the supplier that the Nigam shall not be liable to pay a higher price in terms of the price variation clause beyond what should have been payable, had the supplies been effected according to the original schedule of deliveries. Such a stipulation will also be made in the amendment issued to the purchase order. Extension of delivery period is to be allowed by the authority approving the purchase proposal.

- 19.3 The total delay in inspection and dispatch authorization shall be the period from the date of receipt of offer of material to the date of receipt of dispatch authorisation by the firm less 20 days.
- 19.4 The delay in dispatch authorisation shall not be considered in those cases where the firm has not offered the full to +/- as determinable from the delivery clause of the P.O.
- 19.5 Benefits of delay in inspection and issue of DA/DI would not be allowed to the firm in case the firm offer the material after expiry of scheduled delivery period.

Provided that the extension of delivery period is to be allowed by the authority, which approved the purchase proposal.

Provided further that all other terms and conditions of the purchase order/contracts shall remain unchanged.

REGULATION 20 : TERMINATION OF CONTRACT FOR DEFAULT :

- 20.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or

- (b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser.
 - (c) If the supplier, in the judgement of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract (The definition of corrupt or fraudulent practices defined under regulation-37).
- 20.2 In the event the purchaser terminates the contract in whole or in part. Performance Security(Cash/Bank Guarantee) submitted by the firm/supplier shall be forfeited.
- 20.3 For deciding acceptance of delayed supplies, enforcing termination of contract for default action or canceling the purchase order in terms of Regulation 18,19 & 20, the powers of purchasing authority shall be exercised by the Store Purchase Committee, for all cases where the SHPPC/ B.O.D./ Whole Time Directors are the Purchasing authority. The cases of extension in delivery period will be decided by authority approving the purchase proposals / allotment of works contract. In case the purchase proposal was approved by the SHPPC, the extension in delivery period shall be decided by the Board of Directors.**

REGULATION 21 : REPLACEMENT OF REJECTED MATERIAL

- 21.1 Material found sub-standard or defective or not conforming to the prescribed specification in any manner, at consignee's end shall not be accepted and an intimation to this effect shall be given to the supplier, the purchasing authority and the Controller of Stores by the consignee. The purchasing authority shall promptly take up the matter with the supplier and ask him to rectify or replace the defective/sub-standard material forthwith and in any case within a period of 45 days from the date of original supply, failing which, the Nigam shall reserve the right to get the defect rectified at the supplier's cost or to withhold the amount equal to cost of defective material. The supplier shall also be intimated that all expenses involved in the replacement by way of handling, transportation, storage, etc. shall be to their account.
- Before lifting the material for repair/replacement the supplier shall furnish Bank Guarantee equivalent to the total cost of the material to be lifted for repair/replacement. Failure to submit Bank Guarantee or to lift the material or to repair the equipment within the stipulated period, the purchaser shall entitle to deduct/ recover the full cost of the defective material from the outstanding payments/ B.Gs. of the firm. The payment so deducted/ recovered shall be released after receipt of repaired/replaced material. The purchaser may suspend further dealing with the firm till the receipt of repaired./replaced material.
- 21.2 In respect of the defective/sub-standard supplies, the date on which such supply is made shall be reckoned as the effective date of delivery. The delay shall be worked out with reference to the date on which the supply was due as per the terms of contract, for the purpose of determining penalties/liquidated damages recoverable under Regulation 18.2.
- 21.3 The provision of Regulation 21.1 and 21.2 shall apply mutatis-mutandis to the material found sub-standard or defective during the period of warranty.

REGULATION 22 : FORCE MAJEURE :

- 22.1 Notwithstanding the provisions of Regulation 18,19 and 20, the supplier shall not be made liable for any loss or damage due to delay in manufacture or delivery of the material/equipment on order as may result from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments, acts of God, acts of civil & Military authority, fires, floods, strikes, lock-outs, freight embargoes, war-risks, riots and civil commotion.
- 22.2 Whenever the supplier is not in a position to supply the material within the delivery period and he wants extension in the due dates(s) of delivery under this clause, he will request for such extension of the delivery period alongwith all necessary evidence before the expiry of the scheduled date(s) of delivery. In no case, the delivery period shall be extended under this clause, in case the request is received after the due date of delivery has expired. Extension in the delivery period may be granted only for the period for which the completion of the work is proved by the supplier to have been delayed for circumstance mentioned in this clause.
- 22.3 In all such cases, the Nigam shall have the option to accept any portion of the balance material and cancel the order for the rest, provided, however, that if any material had been manufactured exclusively for the purchaser under this contract, prior to the commencement of the force majeure circumstances, it shall be accepted by the purchaser and that secondly, the cancellation will be without any liability for damages on the part of the supplier.
- 22.4 The decision of the Nigam in all matters under this Regulation shall be final and binding on the supplier.
- 22.5 Non availability of raw material or any other similar cause shall not be considered as a force majeure circumstance.

REGULATION 23 : WARRANTY

- 23.1 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 18 months from the date the material is received by the consignee or 12 months from the date of installation of the goods which ever 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 the 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 by the supplier. The Nigam may also withheld the amount equal to cost of defective material.

These provisions shall, also equally apply to the replaced material. In case, the material is again found to be defective within warranty period, it shall, also, have to be replaced similarly.

- 23.2 In case of Electronic Meters and all transformer with CSP and conventional transformer above 100 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 66 months from the date the material is received by the consignee or 60 months from the date of installation which ever 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 the 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 by the supplier. The Nigam may also withheld the amount equal to cost of defective material.

These provisions shall, also equally apply to the replaced material. In case, the material is again found to be defective within warranty period, it shall, also, have to be replaced similarly.

In case of transformers without CSP (conventional) upto 100 KVA the supplier shall guarantee satisfactory performance of transformers and all the associated components for a period of 2 years from the date of receipt by the purchaser or 18 months from the date of commissioning, whichever is earlier. During the warranty period all repairs/replacement shall be carried by free of cost.

The warranty shall cover all failures except those caused by deliberate interference such as pilferage of oil, tempering with circuit breaker. The LT enclosure shall be suitably sealed by the manufacturer and no attempt shall be made by field staff to temper with this during the warranty period. The consignee or any other officer of Nigam actually using the material will give prompt notice of each such defect to the supplier. The replacement shall be effected by the supplier within a reasonable time, but not, in any case, exceeding 45 days. The supplier shall also arrange to remove the defects within a reasonable period, but not exceeding 45 days from the date of issue of notice in respect thereof, failing which, the purchaser reserve the right to dispose of defective material in any manner as considered fit by him (Purchaser), at the sole risk and cost of the supplier. Any sale proceeds of the defective material after meeting the expenses

incurred on its custody, disposal, handling etc., shall however be credited to the suppliers account and set off against any outstanding dues of the purchaser against the supplier.

These provisions shall, also equally apply to the replaced material. In case, the material is again found to be defective within the period of 12 months of its replacement, it shall, also, have to be replaced similarly.

REGULATION 24 : BLACK LISTING OF THE FIRMS :

As the purchase order becomes a valid contract between the purchaser and supplier on the date of its issue, no further changes in the terms and conditions thereof are permissible and any request received in this regard from the supplier should be summarily rejected, making it clear to supply the goods strictly in accordance with the terms and conditions of the contract. It should be noted that such a liability can be enforced on the supplier only if the purchase order does not contain any term or condition contrary to what had been quoted in the supplier's tender. Once this is ensured, any attempt by the supplier to back out of his commitment should be taken a serious and his earnest money deposited be forfeited forthwith, without prejudice to any further legal remedies open to the Nigam under the relevant laws. Where necessary, the case of supplier illegally backing out of the commitment, should also be put up to the Whole Time Directors for consideration and to decide for black-listing of the firm and damages ,if any ,to be recovered.

24.1 Procedure for Blacklisting of firm

In case the supplier's illegally backing out of the commitment, the steps for blacklisting of the firm, besides enforcement of damages recoverable under the law will be taken as per procedure given below:-

- a) A legal notice shall be served by the purchasing department on the supplier by registered post bringing his defaults to his notice and asking him to complete all pending supplies / or to settle dispute immediately within a period of 15 days from the date of issue of Notice.
- b) In case he again defaults, another notice be sent asking to complete all pending work within 7 days from the date of issue of second Notice.
- c) In case the firm fails to comply with the requirement of notice all BG's /EMD/PEMD etc. deposited against any contracts be got encashed. The supplier shall be blacklisted after obtaining approval from the Whole Time Directors.
- d) The period of blacklisting of the defaulting supplier/contractor will be 3 years. The blacklisting of the contractor/supplier should be notified to all Power Utilities in the country and the names of such blacklisted supplier/contractor would also be put on the website of the Nigam.

REGULATION 25 : SUPPLIER'S DEFAULT LIABILITY :

In the event of breach of any of the terms and conditions of the Contract/ Purchase Order by the supplier, the Nigam shall reserve the right to terminate the contract without notice to the supplier at any stage and the supplier shall have no claim whatsoever on the Nigam on this account. But the supplier shall be made liable to pay to the Nigam a sum equivalent to 10% of the value of the undelivered material as liquidated damages and not as penalty. The supplier shall in addition and without prejudice to the above said damages be required to make good any other loss or damage that may be incurred by the Nigam on making risk purchase in terms of Regulation 20 'Risk Purchase'.

REGULATION 26 : SET-OFF

Any sum of money due and payable to the supplier under a contract (including security deposit returnable to the supplier) may be appropriated by the Nigam and set-off against any claim of the Nigam for the payment of a sum of money arising out of /under that or any other contract entered into by the supplier with the Nigam.

REGULATION 27: RELEASE OF BANK GUARANTEE

- 27.1 All BGs will be maintained by the concerned DDOs. The DDO shall arrange to obtain NDC from all concerned offices before the due date for release of BG.
- 27.2 In case NDC is not received from any office a notice shall be issued by DDO to the concerned office with a copy to the COS. The COS shall ensure issue of NDC for the timely release of BG by the DDO.
- 27.3 In case, NDC is still not received from the concerned office after expiry of the notice period, the BG shall then be released and in the event of any liability that may be pointed out later on and not found recoverable from the firm, the same shall be recovered from the officer concerned who failed to supply the NDC to the DDO as per given time schedule.

REGULATION 28 : LAWS GOVERNING CONTRACTS

- 28.1 All contracts shall be governed by the laws of India for the time being in force.
- 28.2 Irrespective of the place of delivery, place of performance or place of payment under a contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
- 28.3 Jurisdiction of court. The courts of the place from where the acceptance of tender has been issued shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

REGULATION 29 : MAINTENANCE OF SUPPLIER'S RATING CARD

The purchasing authority shall maintain a close watch on the performance of each supplier against each purchase order placed on him. For this purpose, a 'Suppliers' Rating Card shall be maintained in the proforma prescribed in schedule 'G' to these

Regulations. The data at the top of the card as well as the first two columns indicating the stipulated schedule of deliveries, shall be filled in by the purchasing authority at the time of placement of the purchase order. Further details regarding quantities offered for inspection/despatch and quantities accepted there against, will be noted in the respective columns from time to time and the quantity/quality ratings will be worked out for each consignment as well as for the entire supply on completion of the contract. The formulae for working out the quantity and quality rating shall be as follows :-

$$\text{Quantity rating} = \frac{\text{Quantity offered on due date} \times 100}{\text{Quantity due on that date}}$$

$$\text{Quality rating} = \frac{\text{Quantity accepted within W \ period} \times 100}{\text{Quantity supplied}}$$

The average of the two rating will be shown in column 8 provided for the purpose.

In working out the above rating the quantities offered on each occasion, will first be counted against the quantities already due on earlier occasions and the net quantity after such deductions, will alone be counted against that due on the latest occasion.

REGULATION 29/ B VENDOR RATING (VR)

The philosophy of Vendor Rating aims to help Nigam utility to procure equipment/stores from vendor who is able to deliver the products of good quality and a competitive prices with deliveries at a stipulated pace for achieving planned and operational targets. Assessment of these qualifications of a vendor, on a single point scale, to help grading the performance of a vendor is called vendor Rating. The vendor getting the highest rating will be regarded as V-1 (similar to L-1) and the others in the descending order of their rating for the purpose of distribution of quantities of equipment/material to be ordered. However, the ordering rate (price) for procurement will be the lowest evaluated price out of the rates quoted by the vendors selected for ordering on Vendor Rating basis.

Vendor Rating will be calculated as per the formula given below:-

$$\text{VR} = 0.7 \text{ PR} + 0.3 \text{ QR}$$

Where PR = Price Rating

QR = Quality Rating

Price Rating

Price rating is worked out as follows:-

$$\text{PR} = \frac{\text{PL}}{\text{PQ}}$$

Where PL = Lowest price quoted by a vendor for the product being tendered.

PQ = Price quoted by the vendor being evaluated for the tendered item.

Quality Rating

This attribute of vendor rating will be related to the quality of supplies as per the contractual specifications against completed contracts / purchase orders.

- i) 0.1 for firm possessing ISO 9000 or higher certification.
- ii) 0.2 for damaged rate less than or equal to 10% of completed contracts within warranty period.

If no supply has been made by the firm till the stipulated initial delivery schedule, obviously no QR (ii) can be worked out and in such cases QR (ii) will be taken as ZERO.

REGULATION 30 : CONSULTATION WITH LEGAL DEPARTMENT

The purchasing department shall maintain a close liaison with the Legal Department of the Nigam on all matters relating to the processing, placements and operation of purchase orders from time to time with a view to protect the legal position of the Nigam in all respects. The Legal Department shall invariably be consulted well in time, wherever any dispute arises with the supplier and/or where any claim is to be lodged against him or recovery to be effected. The Legal Department shall also be consulted before taking a decision on cancellation of a purchase order or for lodging claims for any damages on the supplier for non-fulfillment of the terms of the contract.

REGULATION 31 : AMENDMENTS TO THE PURCHASE ORDERS / CONTRACTS

Ordinarily, no amendment shall be issued to the terms and conditions of a Purchase order/contract after it has been placed.

Provided that an amendment of the mode of transport or of the delivery schedule in terms of Regulation 17 and 19.2 above shall not be deemed to be an amendment under the Regulation.

Provided further that where for unavoidable circumstances, an amendment in any other term or condition does become necessary, such amendment shall be issued only (in consultation with the Legal Department) and with the proper approval of the authority next higher to the purchasing authority. For amendment to existing purchasing order in respect of uniform, stationery and furniture, the Store Purchase Committee is competent to do so.

Provided further that in the case of any amendment involving a higher financial commitment on the part of the Nigam, the Purchasing authority shall obtain the approval of the Whole-Time-Director if the extra commitment does not exceed 10% to the Nigam. If the extra financial commitment exceeds this limit the amendment will be issued with the approval of the Board of Directors.

REGULATION 32 : DELEGATION OF POWERS

Except to the extent inherent in these Regulation, the powers exercisable under these Regulation by different officers of the Nigam shall be such as may be delegated to them by the Nigam from time to time.

REGULATION 33 : PRESERVATION OF RECORDS

Unless otherwise necessary in consequence of any audit objection by Internal or statutory audit or any pending dispute with the supplier of arbitration or court proceedings, all records relating to each purchase i.e. the notice inviting tenders, the quotations from suppliers, the comparative statement and the purchase order issued together with relevant correspondence should be preserved for a period of three years reckoned from the date of completion of supply of the entire material.

REGULATION 34 : DETAILED PROCEDURES

The responsibility for framing detailed procedures/instructions regarding purchase inspection, payment, safe custody of equipment and stores and exercising proper inventory control, consistent with these Regulations, shall evolve upon the Chief Engineer/MM, who shall circulate the same with the approval of Whole Time Directors.

REGULATION 35 : VENDER DEVELOPMENT CELL :

The purchase department will create a vender development cell (VDC). The VDC will exchange purchase orders issued by the purchase department to other utilities. The VDC will maintain item wise / supplier wise details of quantity and rates and will supply the rates of items under purchase of various utilities to the CE, who will use the same for ensuring the reasonability of rates before placing orders.

REGULATION 36 : POWER TO AMEND THE REGULATIONS

These Regulations shall not be amended except with the prior approval of the Board of Directors.

REGULATION NO. 37:CORRUPT OR FRAUDULENT PRACTICES

The Nigam requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Nigam contracts. In pursuance of this policy, the Nigam:-

- (a) defines, for the purposes of this provision, the terms set forth as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution: and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Nigam, and includes collusive practice among Tenderers (prior to or after tender submission)

designed to establish tender prices at artificial, non-competitive levels and to deprive the Nigam of the benefits of free and open competition;

- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Nigam contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Nigam contract.

REGULATION NO. 38 : PATENT RIGHTS

The supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

REGULATION NO. 39 : CARTEL FORMATION/POOL RATES

Sometimes a group of tenderers quote same rate against a tender enquiry. Such Pool/ Cartel formation is against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices should be severely discouraged with strong measures. In case of evidence of cartel formation, detailed cost analysis may be done, besides, Suitable administrative action, like rejecting the offers, reporting the matter to Registrar of Companies, MRTP Commission, National Small Industries Corporation etc. should be initiated against such firms, on case to case basis, as decided by the competent authority. Nigam may also bring such unhealthy practice to the notice of the concerned trade associations liked FICCI, ASOCHAM, NSIC etc. requesting them, interalia to take suitable strong actions against such firms. The Nigam may also encourage new firms to get themselves registered for the subject goods to break the monopolistic attitude of the firms forming cartel.

REGULATION NO. 40 : SETTLEMENT OF DISPUTES

If any dispute or difference of any kind whatsoever will arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties will make

every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of the matter may be commenced unless such notice is given.

REGULATION NO. 41 : ARBITRATION

All matter questions, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to the Contract whether or not obligations of either or both parties under the contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the arbitration which shall be conducted by three arbitrators, one each to be nominated by the supplier/contractor and the Nigam **(arbitrator to be approved by the M.D. DHBVNL or authority of the Nigam authorised for the purpose by the Nigam)** and the third to be named by the president of the institution of the Engineers, India. If either of the parties fails to appoint its arbitrator within **thirty (30) days** after receipt of a notice from the other party invoking the arbitration clause, the president of the institution of Engineers, India, shall have the power at the request of either of the parties, to appoint the arbitrator. A certified copy of the order of the institution of Engineers (India) making such an appointment will be furnished to each of the parties.

The decision of the majority of the arbitrators shall be final and binding upon the parties. The parties to the contract agree that the cost of arbitration shall be as per instructions of the Nigam issued/prevalent on the date of appointment of arbitral tribunal. The arbitrators may, from time to time, with the consent of the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Engineer in consonance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Engineer for the purpose of obtaining the said decision.

The objection that the Arbitrator has to deal with the matters to which the Contract relates in the course of his duties or he has expressed his views on any or all of the matters in dispute of difference, shall not be considered as a valid-objection.

Subject to aforementioned provisions, the provisions of the Arbitration and conciliation Act, 1996 and the Rules thereunder any statutory modifications thereof for the time

being in force, shall be deemed to apply to the Arbitration proceedings under the clause.

Where the value of the Contract is Rs. One Crore and below, the disputes or differences arising will be referred to the Sole Arbitrator. The Sole Arbitrator to be approved by the M.D. DHBVNL or authority of the Nigam authorised for the purpose by the Nigam.

Notwithstanding any reference to arbitration herein,

- (a) The parties will continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser will pay the Supplier any monies due to the Supplier.

REGULATION NO. 42: TRAINING

To provide with the most qualified professionals for handling works contracts and purchase functions including statutory requirement a series of courses and training is required to be provided. To facilitate the effort, senior officers working in the procurement wing, construction and Planning wing should be trained before their posting in such Departments. The minimum duration of the training should be 15 days.

Scope of the Training, Includes

1. General knowledge of purchase procedures.
2. Steps in the procurement cycle, performance of purchasing responsibilities in an ethical manner.
3. Procedure for preparation of accurate, clear competitive and simple specifications
4. Valuation of the tenders and preparation of comparative statement.
5. Preparation of the Vendor Rating.
6. Preparation of reports, documents and proposals.
7. Basic skills, Techniques and Strategies for conducting Negotiations.
8. Use of cost and price analysis for best value determination for contract award.
9. Management of vendor performance strength and weaknesses.

The DHBVN Transparency in Procurements, Regulations 2006 for ensuring transparency in procurement of goods, works and services.

CHAPTER – I

General and Definitions

1. **Short title and commencement:-**
 - (a) These regulations may be called the **DHBVN Transparency in Procurement Regulations, 2006.**
 - (b) These shall come into force from 1st of August 2006.
2. **Procurement without inviting Tender:-** On and from the date of commencement of these Regulations, DHBVN shall procure goods or services only by inviting Tenders above Rs. 25000 for each case.
3. **Exceptions to applicability:-** The provisions of these Regulations shall not apply to Procurement of goods and services in the following cases:-
 - a) During the period of natural calamity or emergency declared by the Government;
 - b) Where the goods or services are available from a single source or where a particular supplier or contractor has exclusive rights in respect of the goods or services or construction work and no reasonable alternatives or substitutes exist, Provided that for the purpose of this clause there shall be a committee of two experts consisting of one technical representative of the DHBVN and one representative from a reputed Academic or Research Institution or Non-Commercial Institution having expertise in such line to examine and declare that the goods or services are available from a single source;
 - c) Where the procuring entity having procured goods, services or technology from a supplier or contractor determines that additional supplies must be procured from the same supplier or contractor for reasons of standardization and compatibility with the existing goods, service or technology;
 - d) Where the goods or services are procured from certain Departments of Government, public sector undertakings, statutory boards and such other institutions specified by the Government and such goods are manufactured or services are provided by them, for a period not exceeding two years from the date of commencement of this Regulations;
 - e) Where the goods or services are procured under rate contracts from the Director General of Supplies and Disposals, GOI or from Central Public Sector Units or the Stores Purchase Department of the State;
 - f) Procurement in respect of pilot projects where new technologies or processes are to be introduced in the DHBVN.
 - g) Where procurement is done only from contractors duly empanelled by the DHBVN.
4. **Definitions:** In these Regulations, unless the context otherwise requires:-
 - (a) **‘Construction Works’** means putting up, demolishing, repairs or renovation of electrical or other structures including fabrication of steel structures and all other civil works;
 - (b) **‘Goods’** means Electrical Machinery, Motor Vehicles, Equipment, Furniture, Articles of Stationery, raw materials, oils, instruments, chemicals, or any other commodity required for consumption, use or distribution by DHBVN in discharge of its public duties;
 - (c) **‘Government’** means the State Government;

- (d) **‘Procurement Entity’** means power utilities in the country.
- (e) **‘Public Procurement’ or ‘procurement’** means purchase of goods, obtaining of services or undertaking of construction works by the procurement entities;
- (f) **‘Services’** means the action of serving, attending upon, helping or benefiting a organisation in the course of discharging its public duties and includes construction works;
- (g) **‘Specified goods or Services’** means the goods or services as the case may be specified in a tender and identified in the contract resulting from acceptance of a tender on account of a procurement entity;
- (h) **‘Tender’** means the formal offer made for supply of goods or services in response to an invitation for tender published in a Newspaper/Tender Bulletin;
- (i) **‘Tender Accepting/Inviting Authority’** means an officer or a Committee appointed to accept tenders and a ‘Tender Inviting Authority’ means an officer or a Committee appointed to invite tenders under these regulations.
- (j) **‘Tender Bulletin’** means a bulletin published for the DHBVN as a whole containing the details of invitation, processing and acceptance of Tenders;
- (k) **‘Tender Bulletin Officer’** means the PRO of DHBVN;
- (l) **“Tender Document”** means the set of papers detailing the schedule of works, calendar of events, requirement of goods and services, technical specifications, procurement criteria and such other particulars, as may be prescribed for evaluation and comparison of tenders.
- (m) **“Earnest money deposit”** means the amount required to be deposited by a tenderer along with his tender indicating his willingness to implement the contract;
- (n) **“Pre-qualification”** means the process by which the tenderers are first screened for their capability and resources to implement the contract before they are permitted to offer their tenders;
- (o) **“Consultancy Services”** includes activities such as Policy Advices, Institutional reforms, Management, Engineering Services, Construction Supervision, Financial Services, Investment and Merchant Banking Services, Social and Environmental Studies, Identification, preparation and implementation of projects to complement DHBVN’ s capabilities;
- (p) **“Consultants”** means Individuals, Firms or Organisations engaged for providing Consultancy Services.
- (q) **“Client”** means the Procurement Entity engaging the Consultants;
- (r) **“Party”** includes the Client or the Consultant, as the case may be and “Parties” means both of them.”

5. Categories of procurement:- For the purposes of the application of these regulations, procurement is categorized as follows, namely:-

- (i) Construction/Works: and
- (ii) Supply of goods/services: and
- (iii) Consultancy Services.”

CHAPTER - II

REGULATION OF PROCUREMENT

1. **Tender Bulleting Officers:-** The PRO of DHBVN shall be the tender bulletin officer for the purpose of these regulations.
2. **Publication of tender bulletin:-**
 - (1) The Public Relations officer shall be the 'Tender Bulletin Officer' for DHBVN.
 - (2) The tender bulletin officer shall publish a bulletin of tenders every fortnight.
 - (3) In case notice inviting tender or information relating to acceptance of the tender needs to be published urgently, then PRO can publish an extraordinary issue of the tender bulletin.
3. **Distribution of tender Bulletins:-**
 - (1) The PRO shall make available adequate copies of the tender Bulletin at the office of the Tender Inviting Authority whose notice inviting tenders and intimation of tender acceptance finds place in the bulletin.
 - (2) Any person or institution can be enrolled as a regular subscriber to the tender bulletin on payment of a fixed fee annually, half-yearly or quarterly as the case may be.
4. **Tender inviting authority and tender accepting authority and functions:**
 - (1) The Whole time Directors of the company may appoint certain officers as Tender Inviting Authority and appoint officers/Committee as Tender Accepting Authorities for the purposes of these Regulations.
 - (2) The Tender Inviting Authority shall invite tenders in the form of a notice containing such particulars as may be prescribed.
 - (3) The Tender Inviting Authority shall communicate the notice inviting tenders to the Tender Bulletin Officer according to the value of the procurement and within such time as may be prescribed, so as to publish the same in the appropriate Tender Bulletin.
 - (4) The Tender Inviting Authority shall also publish the notice inviting tenders in Indian Trade Journal and in daily newspapers having wide circulation depending upon the value of the procurement prescribed.
 - (5) The Tender Inviting Authority shall supply the schedule of rates and tender documents in such manner and in such places as may be prescribed to every intending tenderer who has applied for such document.
5. **Duties of Tender Inviting Authority**
 - (1) It shall be the duty of every Tender Inviting Authority:-
 - (a) to take out notice inviting tenders in the prescribed manner;
 - (b) to communicate the notice inviting tenders by marking a copy thereof to the Tender bulletin Officer concerned immediately after issue of the notice;

- (c) to cause publication of notice inviting tenders in the prescribed manner;
- (d) to supply the Schedule of Rates and Tender Documents to every intending tenderer who has applied to get such documents.

(2) The Tender Inviting Authority shall take out notices, communications and publications required to be taken out in such form, in such manner, by such mode and at such time and interval as may be prescribed and different manner and mode of publication may be prescribed for different procurements depending on the value of the procurement.

(3) The Tender Inviting Authority shall collect all the details received in response to the notice inviting tender, within the time stipulated and unless it is itself authorised to open the tender shall compile and forward all the tenders received to the Authority or Officer authorised to open the tenders.

6. Supply of tender documents:-

(1) The Tender Inviting Authority shall make available the tender documents from the date indicated in the notice inviting tender.

(2) The Tender Inviting Authority shall ensure that the tender documents are made available to any person who is willing to remit the cost of the documents.

Provided that in the cases where the DHBVN has a system of empanelment of contractors, the tender documents will be supplied only to registered contractors in the appropriate class.

(3) The Tender Inviting Authority shall send by registered post or courier the tender documents to any prospective tenderer who makes a request for the documents on payment of cost along with postal charges at the risk and responsibility of the prospective tenderer.

7. Clarification to tender documents:-

At any time after the issue of the tender documents and before the opening of the tender, the tender Inviting authority may make any changes, modifications or amendments to the tender documents and shall send intimation of such change to all those who have purchased the original tender documents.

8. Tender Scrutiny Committee:-

The Tender Accepting Authority may constitute a Tender Scrutiny Committee consisting of such persons as it deems fit to scrutinise tenders above five crores.

9. Opening of tenders:-

(1) All the tenders received by the tender Accepting Authority shall be opened at the time specified in the Notice Inviting Tenders and in cases where an extension of time for the submission of tenders has been given subsequent to the original

Notice Inviting at the time so specified subsequently.

- (2) The tenders will be opened in the presence of the tenderers or one of the representatives of the tenderer who chooses to be present.

10. Acceptance of Tender- determination of the lowest evaluated price:-

- (1) Out of the tenders found to be substantially responsive after the initial examination the tenderer who has bid the lowest evaluated price in accordance with the evaluation criteria or tenderer scoring the highest on the evaluation criteria specified as the case may be, shall be determined.
- (2) As soon as the tenderer qualified to perform the contract is identified, the Tender Accepting Authority shall pass orders accepting the tender and communicate the order of acceptance to the successful tenderer. The Tender Accepting Authority shall also send to the PRO and to all applicant tenderers a statement of evaluation of the tenders with a comparative statement of tenders received and decision thereon for publication in the Tender Bulletin.
- (3) Within such reasonable time as may be indicated in the tender documents, the tenderer whose tender has been accepted will be required to execute the contract agreement in the specified format.
- (4) In case the successful tenderer fails to execute necessary agreement within the period specified, then Earnest Money Deposit shall be forfeited and his tender shall be held as non-responsive.

11. General rejection of tenders.-

- (1) The Tender Accepting Authority may at any time before passing an order of acceptance shall reject all the tenders on the ground of changes in the scope of procurement, failure of anticipated financial resource, accidents, calamities or any other ground as may be prescribed which would render the procurement unnecessary or impossible.
- (2) The tender inviting authority shall thereafter communicate the facts of the rejection to all the Tenderers and also cause the same to be published in the Tender Bulletin.

12. Appeal:-

- (1) Any Tenderer aggrieved by the order passed by the Tender Accepting Authority may appeal to the Whole Time Directors within ten days from the date of receipt of order.
- (2) The WTD may, after giving an opportunity of being heard to both the parties pass such order thereon as it deems fit and such order shall be final.
- (3) The WTD shall dispose off the appeal within fifteen days from the date of filing of appeal.

Chapter III

MISCELLANEOUS

1. **Orders under the Regulations:** The WTD of the company shall be competent to issue orders to give effect to/to carry out the purposes of these regulations from time to time.

SCHEDULE- 'A'

(Referred to in Regulation 7.1)

DAKSHIN HARYANA BIJLI VITRAN NIGAM

NOTICE INVITING TENDERS

No. _____

Sealed tenders are invited by the Dakshin Haryana Bijli Vitran Nigam Ltd. on prescribed Tender Form for the supply of following material up to _____ hrs. on _____ dated.

SCHEDULE OF MATERIAL

Sr. No.	Code No. of the Item	Name of Item	Specifications	Total Qty. required	Destination

1. The Tender form, conditions of contract and other information can be had from the office of the undersigned during working hours on any working day prior to the last date of receipt of tenders on payment of Rs _____—, being the cost of Tender form, terms & conditions etc. which is not refundable.
2. The tenders will be opened at _____ A.M./P.M. on _____ in the office of the _____.
3. The tender number quoted above and the date on which tenders are due should be written clearly and distinctly on the top of the sealed cover containing the quotation which should be addressed to _____.
4. Telegraphic tenders shall not be considered.
5. The rates quoted should be F.O.R. destination by goods train or ex-works/ suppliers premises, the location of which should be clearly specified.
6. The quantities specified above can be varied up to plus/ minus 25% at the sole discretion of the Nigam.
7. The validity of the quotation should be not less than _____ days from the date of opening of part-I (Technical Bid) tenders.



-
8. The earnest money of Rs _____-in the form of crossed postal Order/a demand draft drawn in favour of the Dakshin Haryana Bijli Vitran Nigam and payable at _____or in any other form specifically approved by the purchaser should be furnished by the Tenderer. Tender without earnest money shall be liable for rejection.
 9. Tenders not submitted on prescribed form will be liable to be rejected.
 10. The purchaser reserves the right to reject any or all of the tenders received, without assigning any reason.
 11. Pre-qualification to be added (as per decision of BOD).

Station_____

Date_____

Signature_____

Name _____

Designation _____

SCHEDULE 'B'

(General Instructions to Tenderers)

The following instructions must be carefully observed by all tenderers. Offers/ Tenders not strictly in accordance with these instructions will be liable to rejection.

1. The tender must be on the prescribed tender form and complete in all respects.
2. Tenders should be submitted in triplicate, per Regd. Post both copies should be separately tagged and clearly marked as 'Original', 'Duplicate' AND Triplicate Offers not received in triplicate may be ignored.
3. Offers/Tenders should positively reach before the last date prescribed for their receipt those received late will not be considered.
4. The 'Tender form alongwith the, 'Terms and Conditions of Contract' and its Annexure 'A' and 'B' should be returned in triplicate with each page there of signed by the tenderer and with all the required particulars and rates filled in at appropriate places.
5. Offers/Tenders should be enclosed in double-covers. Both the inner and the outer covers should be sealed and superscribed with the Tender/offer No. together with the date on which the offer/tender is due and the items of material covered.
6. The offers/tenders will be opened on the date and time prescribed in the Notice Inviting Tenders. In case the date of opening falls on a holiday or a holiday is subsequently declared on that date, the tenders will be opened on next working day following the holiday.
7. Material offered should be strictly according to the specifications laid down in Annexure 'A' to the Terms and conditions of the contract. Unless a deviation item the specifications given in Annexure 'A' is pointed out by the tenderer specifically, it will be presumed that Offer/tender conforms to the specifications as laid down in Annexure 'A'.
8. The prices should be for supply of the material in safe condition F.O.R. Destination or Ex-works/suppliers premises, the location of which should be clearly specified, failing which the offer/tender may be ignored. The rates of ED, CST, freight and transit insurance charges etc. may also be quoted separately.
9. All Tender/offers will be regarded as constituting an offer or offers open to acceptance in whole or in part until the last date of validity as prescribed in the notice inviting tenders or as indicated by the tenderer in his tender/offer, whichever be later.
10. The offer/tender should be typed or written in ink, offer /tender written in pencil shall be ignored.
11. The price must be quoted in Indian Rupees and any mistake in calculating the rupee price will not justify the claim for increase in prices.
12. Tenderer should specifically mention the period of validity of offer/tender. The period of the validity should not be less than that specified in the notice inviting tenders.
13. The tender shall not be opened at all in case the validity is not indicated on the envelope containing tender.

14. The time and date of delivery of the material stipulated in Annexure 'D' to the terms and conditions of the contract/ purchase order shall be deemed to be the essence of the contract and the delivery must be completed not later than the date or dates specified therein.
15. The offer/tenders not accompanied with earnest money in one of the following forms drawn or executed in favour of the purchaser, shall not be accepted.
 - (a) Cash Deposit.
 - (b) Bank Draft.
 - (c) EMD in the form of Bank Guarantee in favour of the Nigam shall also be accepted if the estimated value of the material/contract is more than 5 Crores.
 - (d) In any other form specifically approved by the purchaser.

As soon as the tender has been decided upon and the order placed on the selected supplier / contractor(s), the earnest money deposit of the unsuccessful tenderers (**except L-1 and L-2 bidders**) shall be released forthwith by the purchasing department without waiting for any formal application from the unsuccessful tenderers. The purchasing department shall ensure that the refund of earnest money deposit is allowed within two weeks of the decision on the NIT. **The EMD of L-1 and L-2 shall be released after submission of performance Bank Guarantee by the successful bidder i.e. L-1.** The performance guarantee shall remain valid for 90 days after the expiry of warranty period.

Provided that for erection and construction works, project and other services, the security deposit shall be deducted at 10 percent from the contractor's running payment bills.

16. The Bank charges, if any, will be to the account of the tenderer.
17. No claims against the Nigam either in respect of interest if any due on the Security deposit/Earnest money or its depreciation in value shall be admitted.
18. The quantities specified in the NIT can be varied upto any extent at the sole discretion of the Nigam without assigning any reason.
19. Telegraphic tender shall not be considered.
20. The purchaser reserves the right to reject to any or all tenders received without assigning any reason.
21. The enquiry No. and the due date should be written clearly and distinctly on the sealed cover containing the quotation.
22. The validity of the quotation should not be less than 90 days (in case bid is invited in one part) and 120 days from the last date of opening of price bid (Part-II). In case the Bid is invited in two parts.

22(a) Amendments/Modifications to Tenders

The tenderer, after submitting its tender, is permitted to submit alterations/modifications to its tender so long such alterations/modifications are received duly sealed and marked

- like original tender, upto the date & time of receipt of tender. Any amendment/modification received after the prescribed date & time of receipt of tenders are not to be considered and any withdrawal of the offer shall not be permitted. However, the firm may modify their offer before opening of bid, but the Nigam will consider the lowest one.
23. The tenders quotation should be addressed to the Chief Engineer/MM, DHBVNL Vidyut Nagar, Hisar where these shall be opened on prescribed date and time indicated in the NIT.
 24. Any party while submitting tenders to the Nigam would submit (a) the earnest money and (b) the quotations/tender in two separate sealed covers. The envelope containing the earnest money should a part from mentioning the name of the party submitting the tender quotation and the tender enquiry number to which it relates should be clearly inscribed over with the Word Earnest Money amounting to Rs. _____ enclosed. The second envelop apart from giving similar relevant details regarding the tender enquiry number and the name of the party should be clearly inscribed over with the words contains tender/quotation prices only. Each of these envelopes would be sealed and signed by the party submitting the tender, and the envelopes placed in bigger sealed envelope. This outer, cover would also contain reference to the tender, enquiry as also the name and signature of the party submitting the tender.
 25. However, the following tenders shall be exempted from the deposit of earnest money.
 - (i) Wholly Govt. of India owned undertakings.
 - (i) Wholly State owned undertakings of Haryana.
 26. Only such a tender shall be considered “Valid tender” where the tenderer has in accordance with the above regulation remitted the requisite amount or earnest money.
 27. Separate tender must be submitted against each enquiry.
 28. The Tenderer must clearly state whether they are a small scale/Large scale industries and the rate of excise duty as applicable to them must be stated in tender.
 29. Tenders not submitted on prescribed form will be liable to be rejected.
 30. “The post tender offers or communications received from the supplier/contractors etc. which erect the quoted and equivalent rates there by changing the merit position of the tender shall not be entertained”.
 31. The purchase contract will come into existence on the date the purchaser posts acceptance to the supplier offer either through telegram, by a letter through post / through fax. The date of posting the telegram or letter will be the date of agreement and the contractual obligation of the supplier will commence from that very date. The supplier will have no right to revoke his offer after the purchaser has posted his acceptance in the aforesaid manner.
 32. The tenderer should indicate separately ex-work prices, Excise Duty Sales Tax freight charges, transit insurance charges or any other charges for purpose of assessing the total per unit price.

33. The Red Slip (Enclosed) duly filled in properly & complete in all respects, must be pasted on the outer most envelope of the tender.
34. In the event of a firm not favoring the delivery commitment of the previous contracts, this fact will weigh against the firm tendering against a subsequent enquiry and be treated as disability. Before issue of the letter of intent or of placing the order, the previous order should be fully discharged or a reliable undertaking should be given that it would be done within a reasonable period and within a scope of the previous contract, if the firm declines to give this undertaking it would be considered ineligible for competing against any subsequent order and the order would automatically pass on to the next lower firm.
35. Where the delivery period is within 6 months and falls within the same financial year, the price quoted should be firm.
- Tenderers should quote the prices as per terms and conditions of the NIT. In case the tenderers did not quote the prices other than specified in NIT then their tenders are liable to be rejected.
36. **PRICE VARIATION:**
- If as per NIT terms and conditions the tenderer is required to quote variable prices, then the tenderer while quoting the price variation clause should give full details of the price variation formula. Price variation shall be applicable both ways i.e. for escalation as well as reduction unless and otherwise specified in the NIT. In items where price variation is governed by a standardized formula such as IEEMA price variation or CACMAI price variation then, the price variation clause will be governed by the standardized formula and the same should be made clear in the terms and conditions of the contract. The documentary evidence in respect of price variation for which the same is being claimed should also be supplied.
- “With the exception of the IEEMA Price variation clause, and where the ‘Contract value’ would mean FOR destination prices, given in the PO inclusive or exclusive of ED, CST etc., as the case may be, no variation shall be permitted. Where the Contract Value would mean the bare value of the goods ‘ex-works price’ without taking into account taxes, duties or any other incidentals, variations arising out of any law statute and mandatory order of Govt. of India/State Govt. shall be admissible. The variation shall be admissible in respect of ED, CST, ST(VAT), Service Tax, Octroi, Custom Duty or any other levies or taxes as may be imposed by the Govt. from time to time.
37. The bidder will furnish Type Test Results. The type tests must have been conducted on the material offered as per the relevant IS in a recognized laboratory as per the latest revision of the Technical Specification and the date of Type tests will not be later than 3 years. The Bids received without type test reports will be treated as Non-Responsive.
38. The prices charged for the stores supplied under the Contract by the Contractor shall not exceed the lowest price at which the Contractor sells the Stores or offers to sell

stores of identical description to any person(s)/organization(s) including the Purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all Supply orders placed during the currency of Contract is completed.

39. In the case of distribution transformer, if damage within the warrantee period, the same should be replaced by the supplying firm free of cost. The supplier shall supply a new transformer and the damaged transformer will be taken back by him and pending this the full cost of damaged transformer will be recovered/deducted from the outstanding bills by the paying authority and it will be released after the damaged transformer is replaced by new one.
40. **ARITHMETICAL ERRORS**
In case of any inconsistency in the price furnished, the purchaser shall be entitled to consider the lowest prices for the purpose of evaluation and award of contract. All arithmetical errors will be rectified on the basis of the unit price or total price (in figures and in words) whichever is more beneficial to the purchaser.
41. A copy of the constitutions of the Company/firm or Balance Sheet, Power of Attorney in the name of person who signs the tender documents shall be submitted alongwith tender documents.
42. The bidder shall accept all the clauses of NIT failing which their bid/tender is liable to be rejected.
43. Procedure for loading of tenders while working out the equivalent price where the prices are quoted as variable.
- (a) In case of tenders which have price variation clause with a specified ceiling for increase/decrease in rates, the equivalent prices will be worked out after loading the prices at the maximum escalation (+) ceiling in rates for comparison.
 - (b) Where the prices quoted in the tenders are variable subject to any decrease/increase in prices without any ceiling, the maximum escalation ceiling limit (+ side) provided by any of the other tenderer against that enquiry, will be taken as the ceiling for working out the equivalent prices for the purpose of comparative statement.
 - (c) In case all the tenderers have quoted viable prices and without any ceiling then the equivalent prices will be worked out without loading the variation.
 - (d) Where the tender includes variation clause with provision of escalation only, the ceiling provided in that tender or in case ceiling is not given in that tender then the maximum ceiling on price escalation provided by any other tender against that enquiry will be taken into account while working out the equivalent prices.
 - (e) Where some tenderers offer a fixed price without variation while all other either offer a plus minus variation without ceiling or merely an escalation without ceiling

then all such tenders where prices are variable would be loaded to the extent of 10%.

- (f) In case there is reference of decrease in prices only and a ceiling may or may not have been given, no loading on this account will be made on rates for the purpose of comparative statement.

- 44. Purchase preference :** Purchase preference may be allowed upto 50% of the requirement to the industrial units located in Haryana on the lowest quoted/ agreed rates provided the tendering firm claim the purchase preference in their tender and submit the registration certificate and the valid purchase preference certificate issued by Industries Deptt. Alongwith their tender and submit an affidavit that their sales office for the purpose of billing is bases in Haryana and all the billings are/ will be raised from Haryana only.

Provided purchase preference of 50% of the quantity shall be allowed only to those industrial units in Haryana who qualify among 3 lowest valid firms and agrees to accept the lowest (L1) tenderer rates and where more than one tenderer having their industries in Haryana agreed to the lowest rates, the 50% quantity covered under purchase preference, may be divided between them on proportionate basis keeping in view the quantity/ delivery period quoted by them.

- 45. Blacklisting of the Firms:** As the purchase order becomes a valid contract between the purchaser and supplier on the date of its issue, no further changes in the terms and conditions thereof are permissible and any request received in this regard from the supplier should be summarily rejected, making it clear to supply the goods strictly in accordance with the terms and conditions of the contract. It should be noted that such a liability can be enforced on the supplier only if the purchase order does not contain any term or condition contrary to what had been quoted in the supplier's tender. Once this is ensured, any attempt by the supplier to back out of his commitment should be taken a serious and his earnest money deposited be forfeited forthwith, without prejudice to any further legal remedies open to the Nigam under the relevant laws. Where necessary, the case of supplier illegally backing out of the commitment, should also be put up to the Whole Time Directors for consideration and to decide for black-listing of the firm and damages, if any, to be recovered.
- 46.** On the day the purchaser convey acceptance to the supplier's offer either through telegram/fax or by a letter, the date of telegram/fax or letter will be the date of agreement and the contractual obligation of the supplier will commence from that very date. The supplier will have no right to revoke his offer after the acceptance of purchaser.

Placed :

Date :

Name & Full address of tenderer

SCHEDULE 'C'

(Referred to in-Regulation 7)

DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED

TENDER FORM

From

_____,
_____,

To

_____,
_____,

Offer No. _____

Dated _____ **2005**

Subject : Submission of tender against Notice Inviting Tender No. _____
dated _____ of Dakshin Haryana Bijli Vitran Nigam Ltd.

Dear Sir,

With reference to your above mentioned notice inviting tender, I/We hereby offer to supply genuine goods and materials (quantity and rates of the goods and material are described in the attached terms and conditions) and shall execute the work truly and faithfully within the time specified and set forth in the attached terms and conditions. The goods and materials to be supplied will be of the quality and answerable in every respect with this tender. I/We shall be responsible for all complaints as regards the quality of material and in case of dispute the decision of the Nigam will be final and binding on me/us.

1. A Crossed postal order/Bank Draft No. _____ for the prescribed amount of Rs. _____ Rupees _____) drawn in favour of A.O., DHBVNL, Hisar is enclosed, as earnest money as desired. I fully understand that in the event of my/our tender being accepted this earnest money shall be retained by you till the submission of performance guarantee by me as per clause 6, Schedule-D.

2. I/We shall have no claim to the refund of the earnest money prescribed against this tender in the event of my/our non-compliance of the purchase order provided such order is placed within the period of validity of my/our tender as indicated in paragraph 4 below.



I further understand that my earnest money will stand forfeited even if I withdraw my tender at any stage during the currency of the period of validity.

3. My/our tender shall remain valid for a period of _____ days from the last date prescribed for submission of the tenders against the NIT No. _____ dt. _____.

4. My/our tender alongwith the terms and conditions with the relevant columns and annexures duly filled in under my/our attestation and with each page of the tender papers (including the enclosed terms and conditions signed by me/us, (in the capacity of sole owner/general or special attorney, in proof of which power of attorney is attached) is submitted for your favourable consideration.

5. I/We have read the enclosed terms and conditions carefully and have signed the same in token of their absolute and unqualified acceptance. My/our tender constitutes a firm offer under the Indian Contract Act 1872 and is open to an acceptance in whole or in parts. My/our offer, if accepted on the attached terms and conditions will constitute a legally binding contract and shall operate as a contract as defined in the Indian Contract Act 1872 and the Indian sale of goods Act 1930.

Thanking you.

Yours faithfully,

Place

Dated

Name & FullAddress of Tenderers

NIT No. _____

Enquiry No. _____

SCHEDULE 'D-I'

(Referred to in-Regulation 7)

DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED

**TERMS AND CONDITIONS FOR PROCUREMENT OF
EQUIPMENT STORES AND OTHER MATERIAL**

In construction of the terms and conditions of the contract, the following words shall have the meaning herein assigned to them, unless the subject or context otherwise requires:

- (a) The "PURCHASER" shall mean the DHBVNL or its authorized agent and shall include its Successors in office, and assigns.
- (b) The "SUPPLIER" shall mean M/s _____ and shall include the supplier's legal representatives, successors, and assigns.
- (c) "MANUFACTURERS: shall mean M/s _____ and shall include their legal representatives, successors, and assigns.
- (d) "MATERIAL" all the materials to be supplied by the supplier under the contract as per clause of material specifications, price etc.
- (e) 'SPECIFICATION' shall mean and include the specifications as detailed in the Annexure attached herewith and Drawings attached thereto as well as samples and patterns, (if any).
- (f) The 'SITE' shall mean and include the lands and buildings over/under/upon and in which the materials are to be installed and used in accordance with the terms and conditions.
- (g) 'PLACE OF DELIVERY' shall mean the place of delivery at which the supplier is responsible to deliver the material at the contract price as specified in the clause "Material-Specification: Price etc.
- (h) 'COMMERCIAL USE' shall mean the use to which the material can commercially be put.
- (i) 'MONTH' shall mean a calendar month.
- (j) 'THE TERMS' F.A.S., F.O.R., F.O.B., C.I.F. and other shipping/ despatch terms as used herein, shall have meaning in accordance with their uses in India.
- (k) 'WORK' shall mean and include supply of all the materials, plants and equipment and rendering of other services by the supplier under this contract.

- (l) 'ACT' shall mean the Companies Act 1956 and shall include any statutory amendments, modifications or re-enactment thereof for the time being enforce.
- (m) 'THE NIGAM' shall mean the DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED as incorporated under *Companies Act 1956* and shall include its successors and assigns.
- (n) 'MANAGING DIRECTOR' shall mean the *Managing Director* of the NIGAM duly appointed by the Govt.
- (o) 'CONSIGNEE' shall mean the officer to whom the materials is required to be dispatched or the person specified in the purchase order.
- (p) 'CONTRACT' shall mean the Notice Inviting Tender. Instructions for tenderers, Tender Forms, terms and conditions of contract with their annexures and purchase order/ acceptance of offer/Tender.
- (q) 'DRAWING' shall mean the drawing/drawings annexed to the specification (if any) or as approved by the purchaser.
- (r) 'PURCHASE AUTHORITY' shall mean the officer signing the acceptance of tender and shall include any officer who has authority to execute the relevant contract on behalf of the purchaser.
- (s) 'PURCHASE ORDER' shall mean an order of supply of material including the acceptance of the tender.
- (t) 'ANNEXURE' shall mean the Annexure to the terms and conditions.
- (u) 'ACCEPTANCE OF TENDER' shall mean the letter or memorandum communicating to the supplier the acceptance of his offer (Tender) and shall include advance acceptance of his offer.
- (v) 'TEST' shall mean such test as is prescribed by the Indian Standards Institution or by the Nigam and/or considered necessary by the authorized agents of the purchaser, whether conducted/performed or made by him or any other agency acting under his direction.
- (w) 'DELIVERY' shall be deemed to take place on delivery of the material in accordance with the terms and conditions of the Contract after test and inspection by the purchaser or his authorized agent, to the consignee.
- (x) D.G.S & D shall mean the Director General of Supplies and Disposals, Government of India.
- (y) DS&D shall mean the *Director Supply & Disposal*, Haryana.

2. PARTIES.

The parties to the contract are the supplier and the purchaser, Legal address of the parties to the Contract is under:

Supplier M/s _____

Purchaser: Dakshin Haryana Bijli Vitran Nigam (Hisar)

For all purposes of the contract including the arbitration thereunder, the address of the supplier mentioned above, shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a separate letter containing no other communication and sent by a Registered Post (Acknowledgement Due) to the purchaser. The supplier shall be solely responsible for the consequences of an omission to notify the change of address in the manner aforesaid.

3. AUTHORITY OF THE PERSON SIGNING THE CONTRACT ON BEHALF OF THE SUPPLIER.

The person who has signed these Tender papers (including the terms and conditions) has got authority to sign on behalf of the supplier. It is discovered at any time that the person so signing had no authority to do so, the purchaser without prejudice to any other right or remedy available to him may, cancel the contract and make a purchase of the material at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase.

4. RESPONSIBILITY OF THE SUPPLIER FOR EXECUTING THE CONTRACT.

(I) RISK IN MATERIAL

The supplier shall execute the contract in all respects in accordance with these terms and conditions. The material and every constitute part thereof, whether in possession or control of the supplier, his agents or servants or a Carrier or in the joint possession of the supplier, his agents, servants and the purchaser, shall remain in every respect at the risk of supplier until its actual delivery to the consignee at the stipulated place or destination. The supplier shall be responsible for all loss, destruction, damage or deterioration of or to the material from any Cause whatsoever while the material after test and inspection is awaiting dispatch or delivery in course of transit from the supplier to the consignee. The supplier shall alone be entitled and responsible to make claims against the carrier in respect of non delivery, mis-delivery, short delivery, loss destruction, damage or of the deterioration material entrusted to such carrier by the supplier for transmission to the consignee.

(II) CONSIGNEE'S RIGHT OF REJECTION

Notwithstanding any approval which the purchaser may have given in respect of the material, it shall be lawful for the consignee to reject the material or any part thereof on behalf of the purchaser within a reasonable time after actual delivery thereof to him at the place or destination specified in Annexure 'B' if the material or any part or portion thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever.

The provision contained in clause 14 (VI) below relating to the removal of material rejected by the purchaser or his authorised agent shall, mutatis mutandis, apply to material rejected by the consignee as herein provided.

(III) SUBLETTING AND ASSIGNMENT:

The supplier shall not save with the previous consent in writing of the purchaser sublet transfer or assign the contract or any part thereof or interest therein or behalf or advantage thereof any manner whatsoever.

5. ASSISTANCE TO SUPPLIER

The supplier shall be solely responsible to procure any raw material, license or permit required for the fulfillment of the contract. Any assistance for the procurement or attempt to tender assistance in the matter aforesaid, shall not be construed or constitute any promise, undertaking or assurance on the part of the purchaser regarding the procurement of the same of effect any variation in the rights and liabilities of the parties under the contract.

6. SECURITY DEPOSIT

- i) The earnest money furnished by the successful tenderer's to whom the purchase order/ contract is allotted shall be refunded within 7 days from the receipt of performance guarantee as per contract by the accounts wing/DDO on intimation to the purchasing authority for making necessary entries in EMD register. The earnest money of lowest (L-2) shall be released after submission of performance Bank Guarantee by the successful bidder i.e. L-1.
- ii) The supplier agrees that they will submit BG equivalent to 5% or 10% , as the case may be, of contract value in lieu of retention money.
- iii) Security deposit shall be retained by the purchaser for the period valid for 90 days after the expiry of warranty period as per clause of 'WARRANTY'.
- iv) No. claim of the supplier shall lie against the purchaser either in respect of interest or any depreciation in the value of security deposit.
- v) If, the supplier fails or neglects to observe or perform any of his obligations under this contract, it shall be lawful for the purchaser to forfeit either in whole or in part, in his absolute discretion, the security deposit furnished by the supplier.

The forfeiture of security deposit shall be without prejudice to the right of the purchaser to recover any further amount of any liquidated and/or other damages, undue payment or overpayment made to the supplier under this Contract or any other contract.

6.A) Low rates)- To curb the tendency to quote low rates and execute the works unsatisfactorily, the quoted rates shall be compared with the estimated cost and shall be dealt with as follow:-

- a) If the quoted rate for a work is below 25% of the estimated rates, it will be rejected.
- b) If the quoted rate is between 10% and 25% below estimated rate, the contractor will remit performance guarantee equal to the difference between estimate Price and quoted price. This will be released after satisfactory completion of the work.

7. MATERIAL, SPECIFICATIONS, PRICES, ETC.

- (i) The supplier shall supply the following quantities of different items of material of the best quality, workmanship and strictly in accordance with the specifications and rates shown against each, unless any deviation in specification has been expressly pointed out in the purchase order.

Sr. No.	Code No. of material	Name of item	Specification	Qty.	Rate	Ex-works/ FOR Destination	Total amount
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(As detailed in Annexure attached hereto)

Provided that the quantity specified above can be increased or decreased up to 25% at the sole discretion of the purchaser. However, it can be increased/ decreased to any extent by holding negotiations between the Nigam and the supplier.

- (ii) The above rates shall remain firm for the entire supply indicated above and subject to no variation in any circumstances whatsoever. The rates shown above are inclusive of packing/forwarding charges/ Insurance charges/ Excise Duty/ Sales tax/ VAT etc. for respective destination.

OR

The above rates are variable subject to the price variation clause attached hereto and forming part of these terms and conditions. The price variation shall, however, be limited to the ceiling indicated below against each item of supply.

Sr.No.	Name of the item	Selling Rates
1		
2		
3		
4		

The supplier shall furnish all such documentary evidence as may be required by the purchaser in support of the increase/decrease in the price/cost of each item of raw material/component/ wages etc. in respect of which the variation is admissible. The supplier shall also furnish to the purchaser a Chartered Accountants certificate to the effect that the raw material/components, etc. for which the escalation is claimed by him has actually been utilised on the manufacturer of the item meant for supply to the Nigam.

- iii) The prices charged for the stores supplied under the Contract by the Contractor shall no event exceed the lowest price at which the Contractor sells the Stores or offer to sell stores of identical description to any person(s)/organization(s) including the Purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all Supply orders placed during the currency of Contract is completed.

(Strike out whichever not applicable)

8. SAMPLE

The material will be supplied by the supplier strictly in accordance with the sample approved by the purchaser or his authorised agents, whose decision as to whether or not, the material conforms to the sample shall be final and binding on the supplier.

9. (I) DELIVERY

The supplier shall deliver the material in accordance with the terms and conditions of the contract at the time/times and at the place/places and in the manner specified in the Annexure 'B' attached thereto. *In case the due date of delivery in terms of delivery schedule falls on a holiday or holiday is subsequently declared on that date, the firm shall be required to complete the supply by the first working day falling next to the due date.*

- (ii) TIME FOR AND DATE OF DELIVERY; THE ESSENCE OF THE CONTRACT.

The time for and the date of delivery of the material stipulated in the Annexure 'B' purchase order shall be the essence of the contract and delivery must be completed not later than the date (s) as specified in Annexure 'B'/purchase order.

- (iii) NOTIFICATION OF DELIVERY:

Notification of delivery of despatch in regard to each and every consignment shall be made to the purchaser and respective consignees. The supplier shall supply to consignee a packing account and full details of the contents of the package and quantity of material in order to enable the consignee to check the material on arrival at destination.

- (iv) DAMAGES FOR DELAY IN DELIVERY:

The delivery of material as per the Annexure "B" attached to the Terms and Conditions

of Contract (Schedule 'D') shall be the essence of the contract between the supplier and the Nigam and the delivery of such consignment must accordingly be insisted upon the date it is due in terms thereof.

As also stipulated under Regulation 16.6 no supplies/consignments received after the due date, on which they were actually due according to the terms of the purchase order, shall be accepted by the consignee except, with the approval of the purchasing authority. In case the purchasing authority decides to accept a delayed supply, the supplier shall be liable to pay penalty @ one half of one percent per week or part thereof up to 10 weeks and 1 per cent thereafter per week or part thereof of the value of the goods, so delayed, subject to a maximum of 10% of the total value of the delayed supplies. In case the delivery schedule provides lot wise delivery of material, lot wise penalty shall be imposed.

(v) **PASSING OF A PROPERTY:**

Property in the material shall not pass to the purchaser unless and until the material has been delivered to the consignee, in accordance with the terms and conditions.

(vi) **TAKING OVER CERTIFICATES:**

The consignee (s) shall issue a taking over certificate after the material has been received at site (s), taken into possession, inspected, counted, measured and the supplier has supplied the copies of tests and inspection-certificate, if any, vide clause-14 "Test and Inspection".

10. **FORCE MAJEURE:**

The supplier shall not be liable for any loss or damage due to delay in manufacture or delivery of the material for reason arising out of compliance with regulations, orders or instructions of Central/ State Govt.. Acts of God, acts of Civil and Military authorities, fires, floods, strikes, Lockouts, freight embargoes, war-risk, riots and civil commotion.

Whenever the supplier is not in a position to supply the material within the delivery period and he wants extension in the due date (s) of delivery under this clause, he will request for such extension of the delivery period alongwith all necessary evidence, before the expiry of the scheduled date(s) of delivery. In no case, the delivery period shall be extended under this clause, in case the request is received after the due date of delivery has expired. Extension in the delivery period may be granted only for the period for which the completion of the work is proved by the supplier to have been delayed for circumstances mentioned in this clause.

In all such cases, the Nigam shall have the option to accept any portion of the balance material and cancel the order for the rest, provided, however, if any material had been manufactured exclusively for the purchaser under this contract prior to the commencement of the force majeure circumstances, it shall be accepted by the

purchaser and secondly, the cancellation will be without any liability for damages on the part of the supplier.

The decision of the purchaser in all matters under this clause shall be final and binding on the supplier.

Non-availability of raw material or any other similar cause shall not be considered as a force majeure circumstance.

11 WARRANTY

11.1 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 18 months from the date the material is received by the consignee or 12 months from the date of installation of the goods which ever 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 the 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 withheld the amount equal to cost of defective material.

These provisions shall, also equally apply to the replaced material. In case, the material is again found to be defective within warranty period, it shall, also, have to be replaced similarly.

11.2 In case of Electronic Meters and all transformer with CSP and conventional transformer above 100 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 66 months from the date the material is received by the consignee or 60 months from the date of installation which ever 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 the 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 withheld the amount equal to cost of defective material.

These provisions shall, also equally apply to the replaced material. In case, the material is again found to be defective within warranty period, it shall, also, have to be replaced similarly.

- 11.3** In case of transformers without CSP (conventional) upto 100 KVA the supplier shall guarantee satisfactory performance of transformers and all the associated components for a period of 2 years from the date of receipt by the purchaser or 18 months from the date of commissioning, whichever is earlier. During the warranty period all repairs/ replacement shall be carried by free of cost.

The warranty shall cover all failures except those caused by deliberate interference such as pilferage of oil, tempering with circuit breaker. The LT enclosure shall be suitably sealed by the manufacturer and no attempt shall be field staff to temper with this during the warranty period. The consignee or any other officer of Nigam actually using the material will be prompt notice of each such defect to the supplier. The replacement shall be effected by the supplier within a reasonable time, but not, in any case, exceeding 45 days. The supplier shall also arrange to remove the effective supply within a reasonable period, but not exceeding 45 days from the date of issue of notice in respect thereof, failing which, the purchaser reserve the right to dispose of defective material in any manner as considered fit by him (Purchaser), at the sole risk and cost of the supplier. Any sale proceeds of the defective material after meeting the expenses incurred on its custody, disposal, handling etc., shall however be credited to the suppliers account and set off against any outstanding dues of the purchaser against the supplier.

These provisions shall, also equally apply to the replaced material. In case, the material is again found to be defective within the period of 12 months of its replacement, it shall, also, have to be replaced similarly.

(Strike out whichever is not applicable)

12 DRAWINGS:

- (a) The supplier will submit, in quadruplicate, to the Purchaser for his approval (within 15 days) immediately on receipt of his offer's acceptance from the purchaser detailed dimensional drawings of the equipment to be supplied and other general arrangements of the work to be carried out and such other detailed drawings as may be reasonably necessary. Submission of incomplete drawing or any delay in submission of drawing beyond 15 days shall be towards to supplier account.
- (b) The drawing will be approved by the purchaser and returned to the supplier within one month from the date of their receipt. Any period beyond one month taken by the purchaser for the approval or otherwise of the contract drawings may be regarded by the Supplier as a ground for extension of time for completion of the work.

- (c) In case the firm requests for use of purchaser's drawings, the same shall be provided by getting deposit of Rs.3000 per drawing.

13 MISTAKES IN DRAWINGS:

The supplier will be responsible for and shall pay for alterations of the material or works due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the purchaser or not. Mistakes in drawing will be set right by the Supplier after obtaining approval of the purchaser.

14 TESTS AND INSPECTION:

The material shall be inspected and tested by the purchaser or his authorised agent before despatch unless dispensed within writing by the purchaser. The Supplier shall give to the purchaser at least 20 days advance notice for such inspection and test.

Nigam intends to purchase only High Quality material. For this purpose sample from minimum 3 lots (if total lots are 3 or more than 3) of the material supplied should be sent to Sri Ram Test House/Govt. Approved Lab for Testing at Nigam's Cost. Any lot shall be finally accepted only when the samples are passed by the Test House. In case sample fails, the entire lot shall be rejected which will have to be lifted back by the firm at its own cost. If the sample drawn from two or more lots are rejected by the Test House, the entire balance quantity shall be deemed to have been cancelled and the Nigam will affect the purchases for the balance quantity on the risk and cost of the supplier. For these reasons, the firm can also be blacklisted for future supplies.

(i) FACILITIES FOR TESTS AND INSPECTION:

The Supplier shall, at his own expense, afford to the Purchaser or his authorised agent, all reasonable facilities and such accommodation as may be necessary for such tests and inspection. The Purchaser or his authorised agent shall have full and free access at any time, during the execution of the contract to the supplier's work for the purpose aforesaid, and he may require the Supplier to make arrangement for inspection of the material or any part thereof at his premises or at any other place specified by the Purchaser or his authorised agent.

- (ii) The Supplier shall provide, without any extra charges, all materials, tools labour and assistance of every kind which the Purchaser or his authorised agent may demand of him for any test and inspection. The purchaser or the authorised agent, shall in his sole judgement, be entitled to remove for tests and inspection any of the material to any premises other than his (Supplier's) premises.

(iii) LIABILITY FOR COSTS OF LABORATORY TEST:

In the event of rejection of material or any part thereof by the purchaser or his authorised agent which is removed to the Laboratory or other place of test, the Supplier, on demand, shall pay to the Purchaser all costs incurred in such removal.

(iv) **METHOD OF TESTING:**

The Purchaser or his authorised agent shall have the right to put all the material or part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing by the purchaser or his authorised agent.

- (v) The Supplier shall mark or permit the purchaser or his authorised agent to mark all the approved material with a recognised Purchaser's mark. The material which cannot be so marked, shall, if so, required by the Purchaser or his authorised agent, be packed in suitable packages or cases which shall be sealed and marked with such mark.

(vi) **REMOVAL OF REJECTED MATERIAL:**

If any material is rejected by the Purchaser or his authorised agent after tests and inspection or by the consignee, the material so rejected shall be removed from the premises of rejection by the supplier at his own cost. Such rejected material shall under all circumstances lie at the risk of the Supplier from the moment of such rejection; and if such material not removed by the Supplier within a period of 45 days, the Purchaser or his authorised Agent or consignee may dispose of such material in any way at the Supplier's risk and cost and retain such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal shall, also be entitled to recover handling and storage charges for the period during which the rejected material is not removed.

(vii) **CERTIFICATE OF TEST & INSPECTION**

When the test and inspection have been satisfactory carried out by the purchaser or his agent, the purchaser or his authorised agent shall issue a certificate to that effect and the material will then be dispatched by the Supplier according to despatch instructions of the Purchaser or his authorised agent vide Clause-19 Dispatch Instructions.

(viii) **POST RECEIPT INSPECTION:**

The material after receipt in the stores of the Nigam is liable to be inspected for its conformity to the specification by a representative of the Nigam in the presence of representative of the contractor/ supplier after one week registered notice to the supplier/ contractor. In case the firm fails to depute a representative in the specified date, the Nigam would be free to get the material checked in the absence of firms representative for which the firm would have no reason to protect at any stage and would be fully responsible of the outcome.

On receipt of the advance notice from the supplier offering the material for inspection the purchasing authority will get the material inspected and issue of despatch authorisation within 20 days. In case the Inspecting Officer finds on arrival at the supplier's premises that the material was not ready for inspection and that the notice given by the supplier was infructuous, the expenditure incurred by the Nigam on arranging for such

inspection will be debited to the firm's account. Besides this a letter of warning shall be issued and it shall be counted towards their performance for all intents and purposes. The Contractor shall be responsible to pay penalty of Rs. 20,000/- for each occasion at which the fake inspection call has been made or the material is rejected during testing/ inspection by the authorised agency/representative of the Nigam. This penalty would be in addition to the expenses incurred by the Nigam in deputing the Inspecting Officer, carrying out such inspection.

(ix) TYPE TEST CONDITIONS:

- i) In case of new firms fresh type test may not be insisted upon, if the type test certificates produced is not more than 3 years old and related to a purchase/ supply to any of the utilities.
- ii) If the type test is conducted on a proto-type and the same has not been witnessed by any of the representatives of a Purchasing Organisation the same should not be taken as a valid type test. In such cases fresh type test be insisted upon before accepting the supplies, if the orders are placed on such firms and
- iii) In case of these firms whose past supplies made to Nigam, testify the satisfactory performance of the equipment already supplied, a fresh type test may be waived off, in case there is no change in the design.

(x) Challenge clause- There will be provision for challenge of quality from other manufacturer. The other manufacturer can also request challenge testing for any test based on specification and losses. The challenger would request for testing with testing fee. The challenger would have the opportunity to select the sample from the store and any such challenge would have to be made within guaranty period. The party challenged, challenger and utility shall witness the challenged testing. The testing will cover-1) measurement of magnetizing current: 2) no load losses test, 3) load losses test (at 50% loading or as per acceptance test): 4) temperature rise test. The challenge can be conducted at NABL accredited laboratory like ERDA and CPRI Bhopal. If products fail, the manufacturer shall be declared as unsuccessful manufacturer for the product with wide publicity and would not be allowed to compete in further Nigam tenders and heavy penalty would be imposed.

(xi) TEST AND INSPECTION CLAUSE FOR DISTRIBUTION TRANSFORMERS, IN PLACE OF 2ND PARA OF 14 & 14(VIII).

- (i) On offer of inspection for distribution transformers by the firm, a team of Nigam's officials may go to the Works site of the Manufacturer to pick up samples from offered lot and may send the same for testing as per GTP/Nigam's Technical Specifications at some Central Govt. Testing Lab. or at Nigam's Transformer Workshop at Nigam's cost.
- (ii) At the same time after receipt of offer for Inspection, Inspection Agency will be deputed to inspect 100% of the offered lot.

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- (iii) The checking/inspection reports received from both the agencies i.e. sample checking report from Central Govt. Testing Lab. and inspection report of inspecting agency will be scrutinized by Office CE/MM and, if both the reports are found O.K. the dispatch authorization will be issued to the firm.
- (iv) After the receipt of material in the stores, the tests for no load and full load losses shall be carried out on each Transformers through post receipt inspection Committee constituted for the purpose.
- (v) (i) No load losses and full load losses are fixed.
- (ii) During post receipt inspection if the losses of any transformer are found more than the prescribed limit given in the technical specification, the Transformers shall be got replaced and in addition the penalty equivalent to the cost of transformer supplied will be charged from the firm for supplying inferior quality material.
- (vi) If during the post receipt inspection the failure rate of transformer is more than 10% of the lot supplied then the entire lot will be rejected and the firm will not be entitled for any payment. The payment, if any, made will have to be refunded back within 10 days of giving such notice of failure to the supplier.
- (vii) Inspection will be conducted every year, for the first 5 year on a 2% sample of the quantities supplied. Samples will be collected at random to establish that the guaranteed technical parameters are as per the submitted bid by the supplier. In the case of non-adherence, the purchaser may take suitable action on the supplier including cancellation of vender registration and banning further dealings, depending on the gravity of the deviation. These random inspection may be entrusted to a third party.
- (viii) if the distribution transformers rejection rate exceeds 5% of the total supply, the firm will be automatically blacklisted.

15. VAT/ CENTRAL SALE TAX

The Purchaser shall pay Central Sale Tax /Value Added Tax at the prescribed rates (if applicable) on the production of the following Certificates by the supplier in triplicate:

- (i) Certified that the transaction in which the sales tax /Value Added Tax has been claimed has been/will be included in the return submitted/to be submitted to the Taxation authorities for the assessment of Central Sales Tax and amount claimed from the Dakshin Haryana Bijli Vitran Nigam has been/shall be paid to the Sales Tax authorities.
- (ii) Certified that the goods on which the Sales Tax /Value Added Tax has been charged in Bill No. _____ dt. _____ for Rs. _____ have not been exempted under the Central Sales Tax Act 1956/ Haryana VAT Act 2003 or



the rules made thereunder and the charges on account of Sales Tax on these goods are correct under the provision of the relevant Act or the Rules made thereunder.

- (iii) Certified that we shall always indemnify the Dakshin Haryana Bijli Vitran Nigam in case it is found at a later stage, that wrong or incorrect payment had been recovered on account of Sales Tax paid/to be paid by us.
- (iv) Certified that we are registered as a dealer under the Central / State Sales Tax/ VAT and our registration No. is _____.

Provided that in respect of the item at Sr. _____ and _____ of clause – 7 which are required by the Nigam for use on the generation and distribution of electrical energy to the Public, no Haryana Sales Tax/VAT shall be payable as they are exempted under Section-27, Sub-section (I)(a)(III) of Haryana General Sales Tax Act 1973.

16. DOCUMENTATION :

- (I) All bills and/or invoices whether in respect of an advance payment or full payment, shall contain complete details of Code No., name of the item, description of material supplied, quantity supplied, rate, details of extra claims, etc. as well as the name of the consignee who received the material, shall be submitted in triplicate, duly accompanied by the receipted good challan, inspection note/test certificate in original, prescribed sales tax/ excise duty certificates and excise duty gate pass, where required.
- (II) All freight charges whether paid or to pay, and whether chargeable to the Nigam or included in the quoted price, shall be shown in the invoice separately.
- (III) All bills and/ or invoices shall be sent by the supplier to:

for payment.

17. TERMS OF PAYMENT :

Subject to any deductions which the purchaser may be authorised to make under this contract, the payment for the material shall be made as under:-

One hundred percent payment shall be made on 30th day from the date of receipt of material by the consignee or submission of document as prescribed in clause 16 “Documentation of Schedule D” whichever is later.

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- (b) The bank guarantee of the value of 10% of the contract price shall be furnished within 15 days from the date of issue of LOA which should remain valid for 90 days after the expiry of warranty period, failing which:
- (i) The issue of Purchase Order/Contract will be withheld by the concerned authority till the receipt of performance bank guarantee or DD in lieu of performance security.
 - (ii) Penalty @ 0.35% per week or part thereof of the value of BG would be charged from due date of submission, till the BG or DD in lieu of BG is submitted by the firm.
 - (iii) In case the performance bank guarantee or DD in lieu of performance security is not submitted within 45 days from the date of issue of LOA or the date if any stipulated by the purchasing authority, the Nigam reserve the right to cancel the LOA and initiate the action for allotment to L-2 firm.

Further a rebate of 0.35 percent per week or part thereof shall be availed of by the Nigam if payment is made earlier than the period specified above. The rebate will be calculated on the payable amount.

All payments shall be made by the purchaser or his authorised agent to the supplier in rupees in India.

In case of procurement of steel, furnace oil 100% advance payment shall be made through DD and in case of stationery items 100% payment shall be made after receipt of stationery in Stores. The deposit of Earnest Money/ Security deposit and Bank Guarantee will not be insisted upon for these items.

18. NEGLIGENCE:

If the supplier shall neglect to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given in writing by the purchaser or is authorised agent in connection with this contract or shall contravene this provision of the contract, the purchaser may give 15 days notice in writing to the supplier to make good the failure, neglect or contravention complained of and should the Supplier fail to comply with the notice within the above said time from the date of service thereof (in case of failure, neglect or contravention capable of being made good, within that time or otherwise within such time as may be reasonable necessary for making it good, then in such case, the purchaser shall be at liberty to take the work wholly or in part out of Supplier's hand and recontract at a reasonable price with any other person (s). in such event, it shall be lawful for the purchaser to retain any balance which may otherwise be due by him to the Supplier on any account, and apply the same towards the execution of the whole of balance of the work so recontracted, as aforesaid, if no such balance is due by him to the supplier or if due, is not sufficient to cover the amount thus recoverable from the supplier, it shall be lawful for the purchase

to recover the whole or the balance of the amount from the supplier by action at law or otherwise. The remedy under this clause will be in addition to and without prejudice to right available to the purchaser under other clause of these terms and conditions.

19. DESPATCH OF MATERIAL AND DESPATCH INSTRUCTIONS:

The supplier shall be responsible to obtain complete Despatch instructions from the purchaser before the despatch of each consignment.

The supplier sufficiently pack at his own cost the material for transit so as to ensure this being free from loss or damage on arrival without opening the packages while in transit at their destination. All containers in which the material is supplied shall be non returnable.

20. REPLACEMENT AND REJECTION:

Material found sub-standard or defective or not conforming to the prescribed specification in any manner, at consignee's end shall not be accepted and an intimation to this effect shall be given to the supplier, the purchasing authority and the Controller of Stores by the consignee. The purchasing authority shall promptly take up the matter with the supplier and ask him to rectify or replace the defective/sub-standard material forthwith and in any case within a period of 45 days from the date of original supply, failing which, the Nigam shall reserve the right to get the defect rectified at the supplier's cost or to withhold the amount equal to cost of defective material. The supplier shall also be notified that all expenses involved in the replacement by way of handling, transportation, storage, etc. shall be on his account.

Before lifting the material for repair/replacement the supplier shall furnish Bank Guarantee equivalent to 100% of the total cost of the material to be lifted for repair/replacement. Failure to submit Bank Guarantee or to lift the material or to repair the equipment within the stipulated period the purchaser shall entitle to deduct/ recover the full cost of the defective material from the outstanding payments/ B.Gs. of the firm. The payment so deducted/recovered shall be released after receipt of repaired/replaced material. The purchaser shall also be at liberty to suspend further dealing with the firm till the receipt of repaired./replaced material.

In addition to above, the penalty on account of losses incurred due to sub standard material, would be decided by the WTDs and imposed, depending on the merit of each case.

In respect of the defective/sub-standard supplies, the date on which such a supply is replaced shall be reckoned as the effective date of delivery there against and the delay shall be worked out accordingly with reference to the date on which the supply was due as per the terms of contract, for the purpose of determining penalties/liquidated damages recoverable under Clause 9(iv).

The above provision shall apply mutatis-mutandis to the material found sub-standard or defective during the period of warranty.

21. TERMINATION OF CONTRACT FOR DEFAULT

21.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part:

- (a)** If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or
- (b)** If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser.
- (c)** If the supplier, in the judgement of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract (The definition of corrupt or fraudulent practices defined under clause-26).

21.2 In the event the purchaser terminates the contract in whole or in part. Performance Security(Cash/Bank Guarantee) submitted by the firm/supplier shall be forfeited.

22 SET-OFF:

Any sum of money due and payable to the supplier under the contract (including Security deposit returnable to the supplier) may be appropriated by the purchaser and set-off against any claim of the purchaser for the payment of a sum of money arising out of or under this contract or any other contract entered into by the supplier with the purchaser.

23 SUPPLIER'S DEFAULT LIABILITY :

In the event of breach of any these terms and conditions by the supplier, the purchaser can terminate the contract without Notice to the supplier at any stage and the supplier shall have no claim whatsoever on the purchaser on this account. But the supplier shall be liable to pay to the purchaser a sum equivalent to 10% of the value of the undelivered material as liquidated damages and not as a penalty. The supplier shall in addition and without prejudice to the above said damages, make good any loss or damage that may be incurred by the purchaser on making risk purchase in terms of clause of 'Risk purchase'.

24 LAWS GOVERNING THE CONTRACT

- (i)** This contract shall be governed by the Laws of India for the time being in force.
- (ii)** Irrespective of the place of delivery place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
- (iii)** Jurisdiction of courts: The courts of the place from where the acceptance of tender has been issued shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

25 OPTION CLAUSE

The purchaser retains the right to place order for additional quantity up to a **maximum of 50%** of the original contracted quantity at the same rate and terms of the contract. Such an option is available during the original period of contract provided this clause has been incorporated in the original contract with the supplier. Option quantity during extended DP is limited to 50% of balance quantity after original Delivery Period.

Option clause can be exercised with the approval of the authority under whose powers total value of supplies of original contract plus 50% option clause falls. This option is normally exercised only when there is no downward trend in prices as ascertained through market intelligence.

26 Corrupt or Fraudulent Practices

The Nigam requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Nigam contracts. In pursuance of this policy, the Nigam:-

- (a) defines, for the purposes of this provision, the terms set forth as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution: and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Nigam, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive the Nigam of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Nigam contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Nigam contract.

27. PATENT RIGHTS

The supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

In the event of any claim asserted by a third party of infringement of copyright, patent,

trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

28. SETTLEMENT OF DISPUTES

If any dispute or difference of any kind whatsoever will arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of the matter may be commenced unless such notice is given.

29. ARBITRATION

All matter questions, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to the Contract whether or not obligations of either or both parties under the contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the arbitration which shall be conducted by three arbitrators, one each to be nominated by the supplier/contractor and the Nigam (**arbitrator to be approved by the M.D. DHBVNL or authority of the Nigam authorised for the purpose by the Nigam**) and the third to be named by the president of the institution of the Engineers, India. If either of the parties fails to appoint its arbitrator within **thirty (30) days** after receipt of a notice from the other party invoking the arbitration clause, the president of the institution of Engineers, India, shall have the power at the request of either of the parties, to appoint the arbitrator. A certified copy of the order of the institution of Engineers (India) making such an appointment will be furnished to each of the parties.

The decision of the majority of the arbitrators shall be final and binding upon the parties. The parties to the contract agree that the cost of arbitration shall be as per instructions of the Nigam issued/prevalent on the date of appointment of arbitral tribunal. The arbitrators may, from time to time, with the consent of the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Engineer in consonance with the Contract,

and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Engineer for the purpose of obtaining the said decision.

The objection that the Arbitrator has to deal with the matters to which the Contract relates in the course of his duties or he has expressed his views on any or all of the matters in dispute of difference, shall not be considered as a valid-objection.

Subject to aforementioned provisions, the provisions of the Arbitration and conciliation Act, 1996 and the Rules thereunder any statutory modifications thereof for the time being inforce, shall be deemed to apply to the Arbitration proceedings under the clause.

Where the value of the Contract is Rs. One Crore and below, the disputes or differences arising will be referred to the Sole Arbitrator. The Sole Arbitrator to be approved by the M.D. DHBVNL or authority of the Nigam authorized for the purpose by the Nigam.

Notwithstanding any reference to arbitration herein,

- (a) The parties will continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser will pay the Supplier any monies due to the Supplier.

Place :

Date :

Signature of the Supplier.

NIT No. _____

Enquiry No. _____

SCHEDULE 'D-II'
(Referred to in-Regulation 7)

DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED

TERMS AND CONDITIONS FOR REPAIRING CONTRACTS

In construction of the terms and conditions of the contract, the following words shall have the meaning herein assigned to them, unless the subject or context otherwise requires:

- (a) The "PURCHASER" shall mean the DHBVNL or its authorized agent and shall include its Successors in office, and assigns.
- (b) The "SUPPLIER" shall mean M/s _____ and shall include the supplier's legal representatives, successors, and assigns.
- (c) "MANUFACTURERS" shall mean M/s _____ and shall include their legal representatives, successors, and assigns.
- (d) "MATERIAL" all the materials to be supplied by the supplier under the contract as per clause of material specifications, price etc.
- (e) 'SPECIFICATION' shall mean and include the specifications as detailed in the Annexure attached herewith and Drawings attached thereto as well as samples and patterns, (if any).
- (f) The 'SITE' shall mean and include the lands and buildings over/under/upon and in which the materials are to be installed and used in accordance with the terms and conditions.
- (g) 'PLACE OF DELIVERY' shall mean the place of delivery at which the supplier is responsible to deliver the material at the contract price as specified in the clause "Material-Specification: Price etc.
- (h) 'COMMERCIAL USE' shall mean the use to which the material can commercially be put.
- (i) 'MONTH' shall mean a calendar month.
- (j) 'THE TERMS' F.A.S., F.O.R., F.O.B., C.I.F. and other shipping/ despatch terms as used herein, shall have meaning in accordance with their uses in India.
- (k) 'WORK' shall mean and include supply of all the materials, plants and equipment and rendering of other services by the supplier under this contract.

- (l) 'ACT' shall mean the Companies Act 1956 and shall include any statutory amendments, modifications or re-enactment thereof for the time being enforce.
- (m) 'THE NIGAM' shall mean the DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED as incorporated under *Companies Act 1956* and shall include its successors and assigns.
- (n) 'MANAGING DIRECTOR' shall mean the *Managing Director* of the NIGAM duly appointed by the Govt.
- (o) 'CONSIGNEE' shall mean the officer to whom the materials is required to be dispatched or the person specified in the purchase order.
- (p) 'CONTRACT' shall mean the Notice Inviting Tender. Instructions for tenderers, Tender Forms, terms and conditions of contract with their annexures and purchase order/ acceptance of offer/Tender.
- (q) 'DRAWING' shall mean the drawing/drawings annexed to the specification (if any) or as approved by the purchaser.
- (r) 'PURCHASE AUTHORITY' shall mean the officer signing the acceptance of tender and shall include any officer who has authority to execute the relevant contract on behalf of the purchaser.
- (s) 'PURCHASE ORDER' shall mean an order of supply of material including the acceptance of the tender.
- (t) 'ANNEXURE' shall mean the Annexure to the terms and conditions.
- (u) 'ACCEPTANCE OF TENDER' shall mean the letter or memorandum communicating to the supplier the acceptance of his offer (Tender) and shall include advance acceptance of his offer.
- (v) 'TEST' shall mean such test as is prescribed by the Indian Standards Institution or by the Nigam and/or considered necessary by the authorized agents of the purchaser, whether conducted/performed or made by him or any other agency acting under his direction.
- (w) 'DELIVERY' shall be deemed to take place on delivery of the material in accordance with the terms and conditions of the Contract after test and inspection by the purchaser or his authorized agent, to the consignee.
- (x) D.G.S & D shall mean the Director General of Supplies and Disposals, Government of India.
- (y) DS&D shall mean the *Director Supply & Disposal*, Haryana.

2. PARTIES.

The parties to the contract are the supplier and the purchaser, Legal address of the parties to the Contract is under:

Supplier M/s _____

Purchaser: Dakshin Haryana Bijli Vitran Nigam (Hisar)

For all purposes of the contract including the arbitration thereunder, the address of the supplier mentioned above, shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a separate letter containing no other communication and sent by a Registered Post (Acknowledgement Due) to the purchaser. The supplier shall be solely responsible for the consequences of an omission to notify the change of address in the manner aforesaid.

3. AUTHORITY OF THE PERSON SIGNING THE CONTRACT ON BEHALF OF THE SUPPLIER.

The person who has signed these Tender papers (including the terms and conditions) has got authority to sign on behalf of the supplier. It is discovered at any time that the person so signing had no authority to do so, the purchaser without prejudice to any other right or remedy available to him may, cancel the contract and make a purchase of the material at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase.

4. RESPONSIBILITY OF THE SUPPLIER FOR EXECUTING THE CONTRACT.

(I) RISK IN MATERIAL

The supplier shall execute the contract in all respects in accordance with these terms and conditions. The material and every constitute part thereof, whether in possession or control of the supplier, his agents or servants or a Carrier or in the joint possession of the supplier, his agents, servants and the purchaser, shall remain in every respect at the risk of supplier until its actual delivery to the consignee at the stipulated place or destination. The supplier shall be responsible for all loss, destruction, damage or deterioration of or to the material from any Cause whatsoever while the material after test and inspection is awaiting dispatch or delivery in course of transit from the supplier to the consignee. The supplier shall alone be entitled and responsible to make claims against the carrier in respect of non delivery, mis-delivery, short delivery, loss destruction, damage or of the deterioration material entrusted to such carrier by the supplier for transmission to the consignee.

(II) CONSIGNEE'S RIGHT OF REJECTION

Notwithstanding any approval which the purchaser may have given in respect of the material, it shall be lawful for the consignee to reject the material or any part thereof on behalf of the purchaser within a reasonable time after actual delivery thereof to him at the place or destination specified in Annexure 'B' if the material or any part or portion thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever.

The provision contained in clause 14 (vi) below relating to the removal of material rejected by the purchaser or his authorised agent shall, mutatis mutandis, apply to material rejected by the consignee as herein provided.

(III) SUBLETTING AND ASSIGNMENT:

The supplier shall not save with the previous consent in writing of the purchaser sublet transfer or assign the contract or any part thereof or interest therein or behalf or advantage thereof any manner whatsoever.

5. ASSISTANCE TO SUPPLIER

The supplier shall be solely responsible to procure any raw material, license or permit required for the fulfillment of the contract. Any assistance for the procurement or attempt to tender assistance in the matter aforesaid, shall not be construed or constitute any promise, undertaking or assurance on the part of the purchaser regarding the procurement of the same of effect any variation in the rights and liabilities of the parties under the contract.

6. SECURITY DEPOSIT

- (i) The earnest money furnished by the successful tenderer's to whom the purchase order/ contract is allotted shall be refunded within 7 days from the receipt of performance guarantee as per contract by the accounts wing/DDO on intimation to the purchasing authority for making necessary entries in EMD register. The earnest money of lowest (L-2) shall be released after submission of performance Bank Guarantee by the successful bidder i.e. L-1.
- (ii) The supplier agrees that they will submit BG equivalent to 5% or 10% , as the case may be, of contract value in lieu of retention money.
- (iii) Security deposit shall be retained by the purchaser for the period valid for 90 days after the expiry of warranty period as per clause of 'WARRANTY'.
- (iv) No. claim of the supplier shall lie against the purchaser either in respect of interest or any depreciation in the value of security deposit.
- (v) If, the supplier fails or neglects to observe or perform any of his obligations under this

contract, it shall be lawful for the purchaser to forfeit either in whole or in part, in his absolute discretion, the security deposit furnished by the supplier.

The forfeiture of security deposit shall be without prejudice to the right of the purchaser to recover any further amount of any liquidated and/or other damages, undue payment or overpayment made to the supplier under this Contract or any other contract.

7. Low rates- To curb the tendency to quote low rates and execute the works unsatisfactorily, the quoted rates shall be compared with the estimated cost and shall be dealt with as follow:-

- a) If the quoted rate for a work is below 25% of the estimated rates, it will be rejected.
- b) If the quoted rate is between 10% and 25% below estimated rate, the contractor will remit performance guarantee equal to the difference between estimate Price and quoted price. This will be released after satisfactory completion of the work.

8. (I) DELIVERY

The supplier shall deliver the material in accordance with the terms and conditions of the contract at the time/times and at the place/places and in the manner specified in the Annexure D' attached thereto. In case the due date of delivery in terms of delivery schedule falls on a holiday or holiday is subsequently declared on that date, the firm shall be required to complete the supply by the first working day falling next to the due date.

(ii) TIME FOR AND DATE OF DELIVERY; THE ESSENCE OF THE CONTRACT.

The time for and the date of delivery of the material stipulated in the Annexure 'E' purchase order shall be the essence of the contract and delivery must be completed not later than the date (s) as specified in Annexure 'E'/ work order.

(iii) NOTIFICATION OF DELIVERY:

Notification of delivery of despatch in regard to each and every consignment shall be made to the purchaser and respective consignees. The supplier shall supply to consignee a packing account and full details of the contents of the package and quantity of material in order to enable the consignee to check the material on arrival at destination.

(iv) DAMAGES FOR DELAY IN DELIVERY:

In case of repair of damaged transformers, if the contractor fails to repair the damaged transformers within agreed/ committed lot-wise delivery period, the contractor shall be liable to pay lot wise penalty @ 0.5% per fortnight or part thereof upto 1st 10 fortnights and one percent thereafter per fortnight or part thereof of the cost of repair, subject to maximum of 10% of the cost of repair of such transformers so delayed.

(v) PASSING OF A PROPERTY:

Property in the material shall not pass to the purchaser unless and until the material has been delivered to the consignee, in accordance with the terms and conditions.

(vi) TAKING OVER CERTIFICATES:

The consignee (s) shall issue a taking over certificate after the material has been received at site (s), taken into possession, inspected, counted, measured and the supplier has supplied the copies of tests and inspection-certificate, if any, vide clause-14 "Test and Inspection".

9. FORCE MAJEURE:

The supplier shall not be liable for any loss or damage due to delay in manufacture or delivery of the material for reason arising out of compliance with regulations, orders or instructions of Central/ State Govt.. Acts of God, acts of Civil and Military authorities, fires, floods, strikes, Lockouts, freight embargoes, war-risk, riots and civil commotion.

Whenever the supplier is not in a position to supply the material within the delivery period and he wants extension in the due date (s) of delivery under this clause, he will request for such extension of the delivery period alongwith all necessary evidence, before the expiry of the scheduled date(s) of delivery. In no case, the delivery period shall be extended under this clause, in case the request is received after the due date of delivery has expired. Extension in the delivery period may be granted only for the period for which the completion of the work is proved by the supplier to have been delayed for circumstances mentioned in this clause.

In all such cases, the Nigam shall have the option to accept any portion of the balance material and cancel the order for the rest, provided, however, if any material had been manufactured exclusively for the purchaser under this contract prior to the commencement of the force majeure circumstances, it shall be accepted by the purchaser and secondly, the cancellation will be without any liability for damages on the part of the supplier.

The decision of the purchaser in all matters under this clause shall be final and binding on the supplier.

Non-availability of raw material or any other similar cause shall not be considered as a force majeure circumstance.

10 WARRANTY :

The repairer shall be responsible to replace free of cost with no transportation and insurance expenses to the purchaser upto the destination of the material, mentioned above the whole or any part of the material which under normal and proper use and maintenance prove, defective in material or workmanship within twelve months from the date of commissioning of the transformer by the purchaser or eighteen months from the date of receipt of T/F by consignee whichever is earlier provided by the

consignee / purchaser gives prompt written notice of such defects to the supplier. Such replacement shall be effected by the repairer within a reasonable time not exceeding one month of intimation of the defects. In case the damaged transformer is not attended to by the repairer within a period of two months, after the receipt of T/F in Designated TRW the transformer shall be got repaired from other repairers and the cost so incurred will be recovered from the 1st repairer. Supplier's responsibility arising out of supply of material or its use whether in warranty or otherwise shall not in any case exceed the cost of correcting the defects or replacing the defective parts / material and upon the expiry of the warranty period stipulated above, all such liabilities shall terminate.

The above provision shall equally apply to the material so replaced / repaired by the repairer under this clause also in case the same is again found to be defective within twelve months of its replacements or repairs.

This 12/18 months warranty shall be unconditional.

Before lifting the material for repair/replacement the supplier shall furnish Bank Guarantee equivalent to 100% of the total cost of the material to be lifted for repair/replacement. Failure to submit Bank Guarantee or to lift the material or to repair the equipment within the stipulated period the purchaser shall entitle to deduct/ recover the full cost of the defective material from the outstanding payments/ B.Gs. of the firm. The payment so deducted/recovered shall be released after receipt of repaired/replaced material. The purchaser shall also be at liberty to suspend further dealing with the firm till the receipt of repaired./replaced material.

In case the replacement of defective material is not carried out within two months of our intimation of defects, the repairer shall have to pay interest @ 12% per annum of the value of each complete operation unit i.e. the issue rate of repaired T/F fixed by CE/MM, UHBVNL/DHBVNL beginning from the date of its receipt in TRW or date of intimation given by SDO (OP) / SDO (Store) / AEE /TRW whichever is later upto the date of its receipt after replacement / repair.

Besides above the XEN /TRW will not issue further release order. In case such transformers damaged within warranty period exceed the limit of 30 (either with the repairer firm or in workshops / store of UHBVNL / DHBVNL) and contract is liable to be cancelled / terminated. If at any stage during the execution of the contract, the total quantity of T/Fs including those under warranty period lying in the custody of the firm, exceeds the financial cover, the FA&CAO/MM, DHBVNL, Hisar or Sr. A.O./Stores & Workshops, UHBVNL, Dhulkote is likely to withhold the payments from outstanding dues of the firm so that adequate financial cover is available as per intimation by the respective XEN / TRW.

The transformers damaged within warranty period in the field shall be returned to the respective TRWs through stores. The first / registered intimation regarding damaged of transformers within warranty period shall be given by the concerned SDO in-charge of 'OP' Sub Division, with a copy to AEE/XEN/TRW and CE/MM, DHBVNL, Hisar or SE/

Stores & Workshops, UHBVN, Dhulkote clearly intimating the firm, the date of damage of transformer in the field and complete particulars of the transformers. Registered intimation shall also be given by AEE/TRW to the firm on receipt of T/F in TRW with a copy to respective XEN / TRW. XEN/TRW will monitor the position of damaged transformer within warranty period. An agreement will be executed by the firm on NJSP worth Rs 3/- as per Clause-11 of Schedule-D which should be in favour of firm concerned.

11 PRICES

Prices quoted for various parts / components used for repair of the transformers in Part-II would be FIRM (inclusive of all taxes and duties) except HV/LV leg Coils of transformers and the transformer oil, the prices of which will be variable as per price variation formula below. The price variation shall only be allowed upto the specified delivery period only.

a) TRANSFORMER OIL:-

For the purpose of variation, the rate of transformer oil applicable will be that prevailing one month prior to the date of final inspection of repaired transformers. Price variation element of the oil shall be governed with the following formula. This will be regulated on both sides (\pm)

$$\text{Payable rate of T/F Oil} = \frac{\text{Rate fixed by the Nigam}}{\text{Rate of oil as per IEEMA as on}} \times \frac{\text{Rate of oil as per IEEMA One month prior to the final inspection}}$$

b) HV/LV COILS:-

For Aluminium wound:-

The rate of aluminium wire rod of three agencies namely M/S NALCO, M/S BALCO & M/s Hindal Co. as circulated in the CACMAI, whichever is lowest shall form the basis for calculating price variation. This would be regulated as per following formula & shall applicable both on negative & positive side:-

$$P = \frac{PO}{100} \left(27 + 73 \times \frac{PE}{PEO} \right)$$

PO = Base price of HV/LV leg coils provided in the contract

PE = Prices of E.C. Grade Aluminium Rod as per circular of M/s Cable & Conductor Manufacturers Association of India (CACMAI) one month prior to the date of Stage Inspection of transformers.

PEO = Prices of EC grade Aluminum Bar as circulated by CACMAI with base date as on

EXCISE DUTY & SALE TAX:

- a) Prices quoted should be inclusive of Excise Duty; if any.
- b) No CST / Haryana General Sales Tax shall be paid extra. However Form ST-38 outward and inward or any other applicable Form will be issued as applicable.

12 PRICE FALL CLAUSE:

- i) The prices charged for the various parts / components / labour, supplied under contract by the firm shall in no way exceed the lowest price at which the firm sales the various parts / components / labour or offer to sell various parts components/labour of identical description to any person/organization including the purchaser or any other department of the central Govt. or any Deptt. of the State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be during the delivery period till performance of all supply orders placed during the currency of the contracts is completed.
- ii) If at any time during the said period the firm reduces the rates of sales prices sells the contract or offer to sell such various parts / components /labour to any person / Organization including the purchaser or any Deptt. of Central Govt. or any Deptt. of the State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be at price lower than the price chargeable under the contract, shall forthwith notify such reduction / sale or offer to sale to the respective Nigam (UHBVNL / DHBVNL) and the price payable under the contract for the various parts / components / labour supplied after the date of coming into force of such reduction or sale offer to sale, shall stand correspondingly reduced.
- iii) The firm shall furnish the following certificates to the concerned Consignee's alongwith each bill or payment for repair of transformers made against the contract:-

"I / we certify that there has been no reduction in sale price of the various parts / components / labour of description identical to the various parts / components / labour supplied to UHBVNL/DHBVNL under the contract herein and such various parts / components / labour have not been offered and sold by me / us to any person / organization including the purchase of any Deptts. Of the Central Govt. any Deptts. Of the State Govt., any statutory undertaking of the Central or State Govt. as the case may be upto the date of bill / date of completion of supplies against all supply orders placed during the currency of the rate contract at a prices lower than the prices charged to UHBVNL/DHBVNL under the contract".

13 TRANSFORMER OIL :-

The old transformer oil shall be drained out bythe consignee officer before handing over the damaged transformers to the contractor for repairs. The oil stock register, page no. & item no. vide which old transformer oil is received back from the damaged

transformers shall be mentioned on the joint inspection report of respective transformers so that credit on account of transformer oil is allowed in the estimate of repair.

All repaired transformers shall be filled with fresh transformer oil as detailed in Technical Specifications. The fresh transformer oil shall be filled upto the required level and billed as per quantity mentioned in the name plate / JVR of the transformer or actually poured in the transformer, whichever is lower.

14 TRANSPORTATION CHARGES FOR TRANSFORMERS:-

The Contractor shall make his own arrangements for carriage of the damaged transformers from Nigam's Transformer Repair Workshops located in UHBVNL/DHBVNL and repaired transformers from their works to the respective Nigam's stores. Loading of damaged transformers and unloading of repaired transformers after satisfactory repairs and inspection in Nigam's store shall be Nigam's liability. The unloading of the damaged transformers and loading of repaired transformers at contractor's works will be contractor's responsibility. No extra charges for transportation handling packing, forwarding and insurance etc. shall be paid.

15 ASSESSMENT & ESTIMATES OF THE REPAIRS:

i) On receipt of Demand Draft / bank guarantee and issue of the release order by the respective XEN/TRW, AEE / TRW shall inform the firm about the availability of the damaged transformers giving capacity wise number of the transformers from time to time and the date by which the same can be lifted by the firm against the release order with a copy to XEN / TRW, Dhulkote / Hisar & CE/MM, DHBVNL, Hisar or SE/Stores & Workshops, UHBVN, Dhulkote.

ii) The firm shall make necessary arrangements to lift the transformers immediately on receipt of such intimation. The JVR shall be prepared by the firm's representative and AEE / TRW immediately but not later than 7 days from the lifting order.

The transformers shall be lifted in a minimum lot of 25 nos. transformers. The transformers of abnormal weight of coil will not be lifted. The lot shall be delivered to the firm and lifted by them within 3 days of JVR (as per prescribed proforma). In case of bigger lots, at least 10 transformers per day shall be lifted.

iii) The XEN / Workshop shall issue release order only after ensuring availability of adequate no. of damaged T/Fs for lifting. If the damaged transformers are not lifted even after lapse of period of 30 days from the date of issue of release order by XEN / TRW, a penalty @ Rs75/- per unlifted T/F shall be levied. The lifting order shall stand cancelled after 45 days without affecting the levy of penalty for delayed lifting which shall stand as such & the firm shall have to seek a fresh lifting / release order thereafter.

iv) On the basis of JVR an estimate (as per proforma) for the whole lot shall be prepared by the AEE / TRW & submitted to XEN / TRW for sanction by the competent authority. The XEN / TRW will sanction the repair estimates for the repair of 25/63/100 KVA Al.

Wound distribution T/Fs upto Rs 5 lacs. The estimates exceeding Rs 5 lacs shall be sanctioned by the CE/MM, DHBVNL, Hisar / SE/Stores & Workshops, UHBVN, Dhulkote. Five copies of the group estimates shall be prepared, two copies to be delivered to the firm along with work order, and two copies to be retained by the Divisional Officer.

- v) The estimate shall be sanctioned within shortest period of the lifting of the transformers by the firm and the work order along with a copy of sanctioned estimate, shall be sent to the firm before the stage inspection is carried out.

For the purpose of estimation, the value of transformer coil taken out from damaged transformers whether found healthy or otherwise during joint inspection report of TRW, may be taken as per latest rate for disposal of damaged coils.

- 15.2 The joint inspection report shall clearly indicate whether a particular item being provided is against replacement of defective or damaged or missing part / parts. In case the transformer found to be irreparable due to rusty core lamination the firm will not lift such transformers. If any transformer lifted by the firm and later found by the firm irreparable, the same shall be returned back to TRW from where it was lifted without any cost to Nigam.
- 15.3 The firm shall give a call for stage inspection within one month of lifting of the lot. The coils fabricated by the firm shall be inspected by the inspecting officer / officers deputed for the purpose. For the purpose of payment, the actual weight of the fabricated coils shall be the base but shall be restricted to the weight of the coils taken out group-wise. Group will mean a set of transformers for which coils of identical design have been proposed by the firm. In case within a group, the weight of the taken out coils of any transformer is less than the fabricated coils, that shall not be reduced as per weight of the taken out coils but the group as a whole shall be considered.
- 15.4 The contractor shall also ensure that their Engineer is always present for joint inspection and preparation of estimates in order to avoid delay.

16 APPROVAL OF ESTIMATES:

Out of the two copies of the approved estimates received by the contractor, one copy shall be retained by him for his record and second copy shall be attached by him along with the bill after satisfactory repairs and testing to facilitate verification of the bills. One photo copy of the approved estimate shall be given by the contractor to the inspecting officer along with a photocopy of joint inspection report at the time of inspection and testing of repaired transformers to facilitate checking and ensure that the repairs have been carried out strictly as per estimate and identical original design of the transformers.

17 TESTS & TEST CERTIFICATES:-

- 17.1 All the transformers after repair shall be subject to routine tests specified in ISS and detailed in clause-17 of the Technical Specifications of the repair contract before offering the same for inspection and testing.

- 17.2 Besides testing of transformer's for routine tests, the inspecting officers shall be authorized for random checking of the coils and assembly of the repaired transformers to check the actual repairs done and to examine the quality of material used and workmanship.
- 17.3 The Nigam reserves the right to itself to have at contractor's expenses any test of reasonable nature carried out at the contractors's and sub-contractor's premises or at site in addition to the aforesaid tests and those included in the contract to satisfy himself that the spare parts used in repair etc. comply with the specifications. The contractor shall be required to rectify the defects found in such tests, at his own cost.

The contractor shall furnish copy of test certificate to CE/MM, DHBVNL, Hisar/ SE/ Stopres & Workshops, UHBVN, Dhulkote before giving call for final inspection. Test certificates duly approved shall be handed over to the consignee at the time of returning the repaired transformers to our workshops. The test certificates shall also display full particulars of the repaired transformers and its warranty.

18 INSPECTION & TESTING:-

- 18.1 After HV/LV coils are manufactured by the firm they will offer the same for inspection within one month of lifting of the transformers from the workshops. This inspection shall be termed as 'Stage Inspection'. During stage inspection, the inspecting Officers as appointed by the respective CE/MM, UHBVNL / DHBVNL shall check the weight of HV/LV coils and complete technical details of the coils and record the same on the proforma of the stage inspection report. The shall also verify the quality of material used by the firm in the repaired transformers.
- 18.2 The firm shall give call for final inspection within 15 days of the stage inspection and CE/MM, UHBVNL / DHBVNL shall depute inspecting officer / officers Third Party for final inspection.

The inspecting officers shall take at least two samples of oil from any lot of repaired transformers, to ensure that the transformer oil used complies with the requirement of specifications. Two samples of transformer oil may also be drawn from the lot of transformer oil in drums / storage tanks, received by the firm from the oil suppliers to check the conformity as per

ISS at random, before dispatch. The dispatch of such lot shall be allowed after receipt of satisfactory test report from a reputed Lab of the expenses of UHBVNL /DHBVNL. In case, the oil sample fails, the expenses of testing shall be recovered from the firm, besides expenses incurred on inspection & testing of transformers.

A list mentioning actual weight of leg coils and actual quantity of transformer oil used in respective repaired transformers shall also be submitted so that the inspecting officers may verify the above statement during inspection.

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- 18.3 The inspecting officers shall submit their inspection reports to the office of CE/MM, DHBVNL, Hisar or SE/Stores & Workshops, UHBVNL, Dhulkote and on clearance of reports by CE/MM, UHBVNL / DHBVNL, the despatch authorization shall be issued and the firm shall deliver the transformers within a week of receipt of such intimation to the consignee concerned.
- 18.4 Incorrect / fake inspection call :-
The firm shall give the call for specific inspection only when the material is completely ready as per the provisions of contract. The Contractor shall be responsible to pay penalty of Rs. 20,000/- for each occasion at which the fake inspection call has been made or the material is rejected during testing/inspection by the authorised agency/ representative of the Nigam. This penalty would be in addition to the expenses incurred by the Nigam in deputing the Inspecting Officer, carrying out such inspection.
- 18.5 The contractor shall record either of the following certificates on the invoice/packing list as the case may be:-
“Certified that consignment (lot) of repaired transformers sent through this invoice has been inspected and tested by representatives of the Nigam. The test results were found to be within values specified in relevant ISS /contract as per true copy of test results enclosed”.
- 18.6 The transformers repaired by the firm and damaged within warranty period shall also be inspected before despatch by Nigam’s representatives.
- 18.7 Post receipt Inspection:** The material after receipt in the stores of the Nigam is liable to be inspected for its conformity to the specification by a representative of the Nigam in the Presence of representative of the contractor/ supplier after one week registered notice to the supplier/ contractor. In case the firm fails to depute a representative in the specified date, the Nigam would be free to get the material checked in the absence of firms representative for which the firm would have no reason to protect at any stage and would be fully responsible of the outcome.
- 18.8 All the tests and inspections shall be conducted at the works of the repairer. Each and every repaired transformer shall be tested for all the routine tests after repairs in the presence of Nigam’s representative for this purpose. All reasonable facilities shall be given by the repairers to the inspecting Officers to facilitate inspection and testing. The Nigam reserves the right to inspect the material, during repairs also.
- 18.9 The Nigam reserves the right to have the tests conducted at the contractor’s expenses through an independent agency at the laboratory of the agency whenever there is any dispute regarding quality of repair and testing etc.

19 VAT/ CENTRAL SALE TAX

The Purchaser shall pay Central Sale Tax /Value Added Tax at the prescribed rates (if applicable) on the production of the following Certificates by the supplier in triplicate:

- (i) Certified that the transaction in which the sales tax /Value Added Tax has been claimed has been/will be included in the return submitted/to be submitted to the Taxation authorities for the assessment of Central Sales Tax and amount claimed from the Dakshin Haryana Bijli Vitran Nigam has been/shall be paid to the Sales Tax authorities.
- (ii) Certified that the goods on which the Sales Tax /Value Added Tax has been charged in Bill No. _____ dt. _____ for Rs. _____ have not been exempted under the Central Sales Tax Act 1956/ Haryana VAT Act 2003 or the rules made thereunder and the charges on account of Sales Tax on these goods are correct under the provision of the relevant Act or the Rules made thereunder.
- (iii) Certified that we shall always indemnify the Dakshin Haryana Bijli Vitran Nigam in case it is found at a later stage, that wrong or incorrect payment had been recovered on account of Sales Tax paid/to be paid by us.
- (iv) Certified that we are registered as a dealer under the Central / State Sales Tax/VAT and our registration No. is _____.

Provided that in respect of the item at Sr. _____ and _____ of clause – 7 which are required by the Nigam for use on the generation and distribution of electrical energy to the Public, no Haryana Sales Tax/VAT shall be payable as they are exempted under Section-27, Sub-section (I)(a)(III) of Haryana General Sales Tax Act 1973.

- 20 DOCUMENTATION: (a) As per check list attached as Annexure _____.
- (b) The firm shall submit their bill for the lot to AEE / TRW with complete documents. The incomplete bills not accompanied by any of the documents listed in the check list shall not be accepted by AEE /incharge and shall be returned on the spot with the remarks pointing out the missing documents. The check list of the documents is attached Annexure-F. The bill shall be entertained only if all the documents are furnished by the firm. The AEE shall process the bills and forward the same to respective XEN/TRW.

21 TERMS OF PAYMENT:

Subject to any deductions which the purchaser may be authorised to make under this contract, the payment for the material shall be made as under:-

One hundred percent payment shall be made on 30th day from the date of receipt of material by the consignee or submission of documents i.e. bills/invoices in triplicate, receipted challan, joint verification report, state/final inspection report, test certificates etc. whichever is later.

- (b) The bank guarantee of the value of Rupees five lacs on standard format of the Nigam shall be furnished within 15 days from the date of issue of LOA which should remain valid for 90 days after completion of contract period including warranty period for faithful execution of the contract and safe custody of Nigam's Property, failing which:

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- (i) The issue of Purchase Order/Contract will be withheld by the concerned authority till the receipt of performance bank guarantee or DD in lieu of performance security.
 - (ii) Penalty @ 0.35% per week or part thereof of the value of BG would be charged from due date of submission, till the BG or DD in lieu of BG is submitted by the firm.
 - (iii) In case the performance bank guarantee or DD in lieu of performance security is not submitted within 45 days from the date of issue of LOA or the date if any stipulated by the purchasing authority, the Nigam reserve the right to cancel the LOA and initiate the action for allotment to L-2 firm.

Further a rebate of 0.35 percent per week or part thereof shall be availed of by the Nigam if payment is made earlier than the period specified above. The rebate will be calculated on the payable amount.

All payments shall be made by the purchaser or his authorised agent to the supplier in rupees in India.

22 RESPONSIBILITY FOR SAFE CUSTODY OF TRANSFORMERS DURING EXECUTION PERIOD OF REPAIRERS.

The contractor shall be entirely responsible for safe custody of transformers from the date of damage transformers are received at their works from the consignees officers during the period of repairs, testing and upto the time of delivery after repairs.23

23 HANDING OVER THE DISMANTLED TRANSFORMERS

The transformers shall be lifted by the contractor after dismantling the same at TRW and will lift only the tank & core.

24 VERIFICATION OF DOCUMENTS REGARDING PURCHASE OF TRANSFORMER OIL

The Nigam has the option to verify at any stage of the documents so as to verify that the repairer had actually purchased the new transformer oil confirming to IS-335, latest amendments as per the quantity actually required by the repairer for repair / manufacture of new transformers. The firm will furnish copy of test certificates from the supplier of transformer oil.

25 A transformer is to be declared uneconomical for repair if the total estimate of repair of the T/F exceeds 50% of the cost of the new T/F.

26 QUANTITY:-

The purchaser reserves the right to give order for repair of damaged distribution transformers to each qualifying firm.

The quantity of no. of transformers allotted / ordered on a firm can be increased / decreased by the respective Nigam even during the pendency of the contract without assigning any reasons.

27. ALLOTMENT CRITERIA:

- (I) For those firms who have not qualified for order for repair of damaged transformers in UHBVN/ DHBVNL for the last three year or more and those who have repair facilities only recently, pre-order inspection will be carry out to ascertain the technical and financial capabilities. New firms who have only recently set up repair facilities and have so far not executed major repair order for UHBVN/ DHBVNL and other power utilities shall be recommended for trial order only.
- (II) For firms already working under Contract No._____, while allotting the No. of T/Fs for repair, the following will be kept in view:
 - (a) The rate of damage during warranty period, if more than 12% ending_____ in either of the Contract No._____.
 - (b) The No. of transformers repaired by the firm if less than delivery schedule, under contract No._____ on the date of opening of this tender against WS_____.

28 DELIVERY:-

The delivery shall be as per schedule of requirement and delivery (Annexure-E)

Accepted for

M/S _____

29 NEGLIGENCE:

If the supplier shall neglect to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given in writing by the purchaser or is authorised agent in connection with this contract or shall contravene this provision of the contract, the purchaser may give 15 days notice in writing to the supplier to make good the failure, neglect or contravention complained of and should the Supplier fail to comply with the notice within the above said time from the date of service thereof (in case of failure, neglect or contravention capable of being made good, within that time or otherwise within such time as may be reasonable necessary for making it good, then in such case, the purchaser shall be at liberty to take the work wholly or in part out of Supplier's hand and recontract at a reasonable price with any other person (s). in such event, it shall be lawful for the purchaser to retain any balance which may otherwise be due by him to the Supplier on any account, and apply the same towards the execution of the whole of balance of the work so recontracted, as

aforesaid, if no such balance is due by him to the supplier or if due, is not sufficient to cover the amount thus recoverable from the supplier, it shall be lawful for the purchase to recover the whole or the balance of the amount from the supplier by action at law or otherwise. The remedy under this clause will be in addition to and without prejudice to right available to the purchaser under other clause of these terms and conditions.

30 DESPATCH OF MATERIAL AND DESPATCH INSTRUCTIONS:

The supplier shall be responsible to obtain complete Despatch instructions from the purchaser before the despatch of each consignment.

The supplier sufficiently pack at his own cost the material for transit so as to ensure this being free from loss or damage on arrival without opening the packages while in transit at their destination. All containers in which the material is supplied shall be non returnable.

31 TERMINATION OF CONTRACT FOR DEFAULT

31.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part:

- (a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or
- (b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser.
- (c) If the supplier, in the judgement of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract (The definition of corrupt or fraudulent practices defined under clause-26).

31.2 In the event the purchaser terminates the contract in whole or in part. Performance Security(Cash/Bank Guarantee) submitted by the firm/supplier shall be forfeited.

32 SET-OFF:

Any sum of money due and payable to the supplier under the contract (including Security deposit returnable to the supplier) may be appropriated by the purchaser and set-off against any claim of the purchaser for the payment of a sum of money arising out of or under this contract or any other contract entered into by the supplier with the purchaser.

33 SUPPLIER'S DEFAULT LIABILITY:

In the event of breach of any these terms and conditions by the supplier, the purchaser can terminate the contract without Notice to the supplier at any stage and the supplier shall have no claim whatsoever on the purchaser on this account. But the supplier shall be liable to pay to the purchaser a sum equivalent to 10% of the value of the undelivered material as liquidated damages and not as a penalty. The supplier shall in addition and without prejudice to the above said damages, make good any loss or damage that may

be incurred by the purchaser on making risk purchase in terms of clause of 'Risk purchase'.

34 LAWS GOVERNING THE CONTRACT

- (i) This contract shall be governed by the Laws of India for the time being in force.
- (ii) Irrespective of the place of delivery place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
- (iii) Jurisdiction of courts: The courts of the place from where the acceptance of tender has been issued shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

35 CORRUPT OR FRAUDULENT PRACTICES

The Nigam requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Nigam contracts. In pursuance of this policy, the Nigam:-

- (a) defines, for the purposes of this provision, the terms set forth as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution: and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Nigam, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive the Nigam of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Nigam contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Nigam contract.

36 PATENT RIGHTS

The supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

37 SETTLEMENT OF DISPUTES

If any dispute or difference of any kind whatsoever will arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of the matter may be commenced unless such notice is given.

38 ARBITRATION

All matter questions, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to the Contract whether or not obligations of either or both parties under the contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the arbitration which shall be conducted by three arbitrators, one each to be nominated by the supplier/contractor and the Nigam (**arbitrator to be approved by the M.D. DHBVNL or authority of the Nigam authorised for the purpose by the Nigam**) and the third to be named by the president of the institution of the Engineers, India. If either of the parties fails to appoint its arbitrator within **thirty (30) days** after receipt of a notice from the other party invoking the arbitration clause, the president of the institution of Engineers, India, shall have the power at the request of either of the parties, to appoint the arbitrator. A certified copy of the order of the institution of Engineers (India) making such an appointment will be furnished to each of the parties.

The decision of the majority of the arbitrators shall be final and binding upon the parties. The parties to the contract agree that the cost of arbitration shall be as per instructions of the Nigam issued/prevalent on the date of appointment of arbitral tribunal. The arbitrators may, from time to time, with the consent of the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

The arbitrator shall have full powers to review and/or revise any decision, opinion,

direction, certification or valuation of the Engineer in consonance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Engineer for the purpose of obtaining the said decision.

The objection that the Arbitrator has to deal with the matters to which the Contract relates in the course of his duties or he has expressed his views on any or all of the matters in dispute of difference, shall not be considered as a valid-objection.

Subject to aforementioned provisions, the provisions of the Arbitration and conciliation Act, 1996 and the Rules thereunder any statutory modifications thereof for the time being inforce, shall be deemed to apply to the Arbitration proceedings under the clause.

Where the value of the Contract is Rs. One Crore and below, the disputes or differences arising will be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Institution of Engineers (India).

Notwithstanding any reference to arbitration herein,

- (a) The parties will continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser will pay the Supplier any monies due to the Supplier.

39 BLACKLISTING OF THE FIRMS:

As the purchase order becomes a valid contract between the purchaser and supplier on the date of its issue, no further changes in the terms and conditions thereof are permissible and any request received in this regard from the supplier should be summarily rejected, making it clear to supply the goods strictly in accordance with the terms and conditions of the contract. It should be noted that such a liability can be enforced on the supplier only if the purchase order does not contain any term or condition contrary to what had been quoted in the supplier's tender. Once this is ensured, any attempt by the supplier to back out of his commitment should be taken a serious and his earnest money deposited be forfeited forthwith, without prejudice to any further legal remedies open to the Nigam under the relevant laws. Where necessary, the case of supplier illegally backing out of the commitment, should also be put up to the Whole Time Directors for consideration and to decide for black-listing of the firm and damages, if any, to be recovered.

Place :

Signature of the Supplier

Date :

SCHEDULE D-III

TERMS AND CONDITIONS FOR TURNKEY CONTRACTS

1. Definition and Interpretations

1.1. Definition

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them:

- a) “Contract” means the agreement between the Employer and the Contractor for the execution of the complete Works incorporating the Conditions, Specifications, Employer’s Drawings and Contractor’s Drawings, price and other completed Schedules, Bid, Letter of Award and such further documents as may be expressly incorporated in the Letter of Award.
- b) “Conditions” means conditions of Contract
- c) “Commencement Date” means the date of issue of letter of intent .
- d) “Contract Agreement” means the documents recording the terms of the Contract between the Employer and the Contractor.
- e) “Contract Price” means the sum stated in the Letter of Award as payable to the Contractor for execution and commissioning of the Works and adjusted, after optimization, on the basis provided in the Contract. It shall be the sum total of all the amounts entered by the Contractor in the Schedule of Prices.
- f) “Contractor” means the person whose Bid has been accepted by the Employer and the legal successors in title to the Contractor but not (except with the consent of the Employer) any assignee of the Contractor.
- g) “Contractor’s Drawings” means all drawings, samples, patterns, models and operation and maintenance manuals to be submitted by the Contractor in accordance with Clause-6 under the Contract.
- h) “Contractor’s Equipment” means all appliances or things of whatsoever nature required for the purposes of the Works but does not include Plant.
- i) “Contractor’s Risk” means the risk defined in Sub-Clause-37.4
- j) “Defects Liability Certificate” means the certificate to be issued by the Employer to the Contractor in accordance with sub Clause-30.10.
- k) “Defect Liability Period” means one year following commissioning of line on load and Taking Over during which the Contractor is responsible for making good defects and damage in accordance with Clause-30.
- l) “Employer/Owner” means the DAKSHIN HARYANA BIJLI VITRAN NIGAM and

the legal successors in title to the Employer/Owner but not (Except with the consent of the Contractor) any assignees of the Employer/Owner.

- m) "Employer's Drawings" means all the Drawings and information provided by the Employer to the Contractor under the Contract.
- n) "Force Majeure" has the meaning assigned to it under Sub Clause 44.1.
- o) "Gross Misconduct" means any act or omission of the Contractor in violation of the most elementary rules of diligence which a conscientious Contractor in the same position and under the same circumstance would have followed.
- p) "Notification of Award/Letter of Award" means the formal award by the Employer of the Bid incorporating any adjustments or variation to the Bid agreed between the Employer and the Contractor.
- q) "Performance Guarantee" means the security to be provided by the Contractor in accordance with Sub Clause 10.1 for the due performance of the Contract.
- r) "Plant" means Poles, Lines materials and all things to be provided under the Contract for incorporation in the Works.
- s) "Program" means the Program to be submitted by the Contractor in accordance with Sub Clause 12.1 and any approved revision thereto.
- t) "Provisional Sum" means a sum, described as such for the execution of Works or for the supply of goods or services to be used in accordance with sub Clause 36.1.
- u) "Risk Transfer Date" means the date when the risk of loss or damage to the Works passes from the Contractor to the Employer in accordance with sub Clauses 38.2 and 39.1.
- v) "Schedule of Prices" means the completed price schedule or any part or individual schedule thereof, submitted by the Contractor with his Bid and forming a part of the Contract documents.
- w) "Site" means the place or places, where Work is to be done by the Contractor or to which Plant is to be delivered, together with so much of the area surrounding the same as the Contractor shall with the consent of the Employer use in connection with the Works otherwise that merely for the purposes of access.
- x) "Specification" means the specification of the Works included in Bidding Documents and includes the Contract and any modification thereof made under Clause 31.
- y) "Taking-over Certificate" means the Certificate to be given by the Engineer to the Contractor in accordance with Clause-29.

- z) "Bid" means the Contractor's priced offer to the Employer for the execution of the Works.
 - aa) "Tests on Completion" means the test specified in the Contract or otherwise agreed by the Employer and the Contractor to be performed before the Works are taken over by the Employer.
 - bb) "Time for Completion" means the time stated in the conditions of Contract for completing the Works or any Part thereof and passing the tests on completion calculated from the commencement date unless extended in accordance with Clause-26.
 - cc) "Variation Order" means any written order, identified as such issued to the Contractor by the Employer under Sub Clause 31.1.
 - dd) "Works" means all Plant to be provided and Work to be done by the Contractor under the Contract.
 - ee) "Government" means the Government of India/Government of Haryana.
 - ff) "Other Contractor" means any party or parties having a direct Contract with the Employer for Work outside the scope of this Contract and shall include any Sub-Contractor of this "Other Contractor"
 - gg) "Engineer" means Assistant Engineer, Assistant Executive Engineer, Executive Engineer, Superintending Engineer, DHBVN appointed by the Employer for this Work.
 - hh) "Sub Contractor": The Sub-Contractor used herein refers to a party or parties having a direct Contract with the Contractor, whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Engineer-in-charge.
- ii) "Engineer-in-charge" i.e. Chief Engineer/PD&C Hisar, is the person under whose supervision the Works shall be executed. He will identify the Engineer/Executive Engineer who will be directly responsible for the execution of Works, measurement and payments.

1.2. WRITTEN COMMUNICATION

Wherever in the Contract provision is made for communication to be "Written" or "in Writing" this means any hand-written, type written or printed communication including telex, cable and facsimile transmission addressed to the Engineer-in-Charge, Engineer or other agencies of the Owner, involved in execution of the Contract.

1.3. NOTICE, CONSENT AND APPROVALS

Wherever in the Contract provision is made for the giving of notice, consent or approval by any person, such consent or approval shall not be unreasonably with-held. Unless otherwise specified, such notice, consent or approval shall be in writing and the word

“notify” shall be construed accordingly. Engineer-in-charge shall be Nodal Officer in this respect. He may delegate his powers to the subordinate officer wherever required. All such letter and notices shall be addressed by the Contractor to the Engineer-in-charge as required with a copy to Chief Engineer/PD&C. However, routine correspondence may be exchanged by him with the Engineer with a copy to Engineer-in -charge.

1.4. PERIOD

In these conditions “day” means calendar day, however, “Working day” as used therein means all calendar day excluding Sundays and all Gazetted holidays as admissible to field staff within India. “Month” and “Year” and all dates shall be reckoned according to the Gregorian Calendar.

2. EMPLOYER’S DECISIONS AND INSTRUCTIONS

2.1. The Contractor shall proceed with the decisions and instructions given by the Employer or its representative in accordance with these conditions.

2.2. Confirmation in Writing

The Contractor may require the Employer to confirm in writing any decision or instruction of the Employer which is not in writing. The Contractor shall notify the Employer of such requirement without undue delay. Such a decision or instruction shall not be effective until written confirmation thereof has been received by the Contractor from Superintending Engineer/Construction, DHBVN, Hisar or the Engineer identified by him/ provided in the Contract.

3. ASSIGNMENT

The Contractor shall not assign the Contract or any part of his obligations under the Contract without the prior written consent of the Employer (Which shall not be unreasonably withheld). A charge in favour of the Contractor’s bankers of any monies due under the Contract shall not be considered an assignment.

4. SUB CONTRACTING

4.1. The Contractor may get whole of the erection job executed through his erection subcontractor. Except where, otherwise, provided by the Contract, the Contractor shall not sub-Contract any part of the Works without the prior written consent of the Employer (which shall not be unreasonably withheld). Any such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts defaults and neglects of any sub-Contractor, his agents, servants or Workmen as fully as if they were the acts, defaults or neglect of the Contractor, his agents or employees.

4.2. If any Sub-Contractor, engaged upon the Work either executes any Work which, in the opinion of the Employer, is not in accordance with the Contract or in the opinion of the Employer, for any other reason is undesirable, the Employer may require the Contractor

by written notice to terminate the sub-contract and the Contractor shall immediately dismiss the Sub Contractor and later shall forthwith leave the Site.

- 4.3. All correspondence from any Sub-Contractor to the Employer shall be submitted only through the Contractor. Correspondence by the Sub-Contractor sent directly to the Employer will not be acknowledged or take cognizance of.

5. CONTRACT DOCUMENTS

5.1. Ruling Language

Where versions of the Contract are prepared in different languages, the English version shall prevail.

5.2. Day to Day Communications

The day to day communications shall be in English Language only.

5.3. Priority of Contract Document

Unless otherwise provided in the Contract, the Contract documents shall be as follows in order of priority:-

- a) The letter of Award.
- b) The Technical Specifications.
- c) Conditions of Contract.
- d) Bidder's Priced Offer.
- e) Any other documents forming part of the Contract.

5.4. Documents Mutually Explanatory.

Subject to Sub Clause 5.3, the Contract documents shall be taken as mutually explanatory. The Employer shall clarify any ambiguities or discrepancies.

Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of any difference between scaled dimensions and figures on the drawings, the figure shall prevail. In case of any difference between drawings and the Specifications, the specifications shall prevail.

6. DRAWINGS

6.1. Contractor's Drawings

The Contractor shall submit to the Employer for approval:

- a) Within the time given in the Contract or in the Program such drawings, samples, models or information as may be called for therein and in the numbers therein required, and

- b) During the progress of the Works, such drawings of the general arrangement and details of the Works as specified in the Contract.

The Employer shall signify his approval or disapproval thereof. If he fails to do so within the given time frame or time given in the Contract or the Program or if no time limit is specified, within 21 days of receipt the Contractor's drawings shall be deemed to be approved.

Approved drawings, samples, models shall be signed or otherwise identified by the Employer. Mere approval of the drawings by the Employer will not deviate the responsibility of the contractor.

The Contractor shall supply additional copies of approved drawings in the form and numbers stated in the Contract.

6.2. Consequences of Disapproval of Contractor's Drawings.

Any Contractor's Drawings which the Employer disapproves, shall be forthwith modified to meet the requirements and shall be re-submitted within seven days.

6.3. Approved Contractor's Drawings

Approved Contractor's Drawings shall not be departed from except as provided in Clause-31.

6.4. Inspection of Contractor's Drawings

The Employer shall have the right at all reasonable times to inspect, at the Contractor's premises, all Contractor's Drawings of any part of the Works. The Employer shall have the liberty to assign this job to any Engineer/Agency at his discretion.

6.5. Employer's Use of Contractor's Drawings.

Contractor's Drawings may be used by the Employer for no other purpose than completing, operating, maintaining, adjusting and repairing the Works.

6.6. Contractor's use of Employer's Drawings.

The Employer's Drawings, Specification and other information submitted by the Employer to the Contractor shall remain the property of the Employer. They shall not, without the consent of the Employer, be used, copied or communicated to a third party by the Contractor unless necessary for the purposes of this Contract.

6.7. Manufacturing Drawings.

Unless otherwise specified in the Technical Specifications (Section-VII) the Contractor shall not be required to disclose to the Employer, the Contractor's confidential manufacturing drawings, designs, know-how or manufacturing practices, processes or operations.

7. ERROR IN DRAWINGS

7.1. Error in Contractor's Drawings

The Contractor shall be responsible for any errors or omissions in the Contractor's Drawings unless they are due to incorrect Employer's Drawings or other written information supplied by the Employer. Approval by the Employer of the Contractor's Drawings shall not relieve the Contractor from any responsibilities under this Sub-Clause.

The Contractor shall bear any cost he may incur as a result of delay in providing Contractor's Drawings and other information or as a result of errors or omissions therein, for which the Contractor is responsible.

The Contractor shall at his own cost carry out any alterations or remedial Work necessitated by such errors or omissions for which he is responsible and modify the Contractor's Drawings and such other information accordingly.

The performance of Contractor's obligations under this Clause shall be in full satisfaction of his liability under this Clause but shall not relieve him of his liability under Sub-Clause 27.1.

8. OBLIGATION OF THE CONTRACTOR

8.1. General Obligations

The Contractor shall, in accordance with the Contract, with due care and diligence, carry out the Works as per the scope of Work defined in the Technical specifications within the Time for Completion. The Contractor shall also provide all necessary Contractor's equipment, superintendence, labour and all necessary facilities thereof.

The Contractor shall be deemed to have carefully examined the Bidding Documents, the Site and the existing installations, as applicable, and to have satisfied himself as to the nature and character of the Work to be executed, the prevailing meteorological conditions as well as the local uses and conditions and any other relevant matters and details before submitting his offer. Any information received from the Employer shall not in any way relieve the Contractor from his responsibility for supplying the equipment and material and executing his Work in terms of the Contract, including all details and incidental Work and supply of all accessories or apparatus which may not have been specifically mentioned in the Contract but are necessary for ensuring the complete installation and a safe and efficient operation of the Plant.

8.2. Setting Out

The Contractor shall set out the Works in relation to original points, lines and levels of reference given by the Employer in writing and provide all necessary instruments, appliances and labour for such purposes.

If at any time during the execution of Works, any error appears in the positions, levels,

dimensions or alignment of the Work, the Contractor shall rectify the error. The Contractor shall bear the cost of rectifying the error, unless the error results from incorrect information supplied in writing by the Employer, or from default by another Contractor of the Employer, in which case the cost together with profit shall be borne by the Employer.

The checking of any setting-out by the Employer shall not relieve the Contractor of his responsibility for the accuracy thereof.

9. CONTRACT AGREEMENT

The Contractor shall prepare and complete as per Contract Agreement signed as provided in Section-V at his cost and shall execute a Contract Agreement regarding all the terms of the Contract.

10. PERFORMANCE GUARANTEE

10.1. The Contractor shall execute/furnish Performance Guarantee as per clause 33(C) of D(III) (terms and conditions). The form of the Performance Guarantee shall be as provided in Section-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.

10.2. 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 within 14 days of the issue of the Defects Liability Certificate.

10.3 Non-compliance of Performance Guarantee Clause

Failure of successful Bidder to comply with the requirement of Clause 32 of Section II (Instruction to Bidders), shall constitute sufficient grounds for annulment of Award and for forfeiture of the Bid Security.

11 CONTRACT PRICE

11.1 Sufficiency of Contract Price

The Contractor shall be deemed to have satisfied himself of and taken account of in his Bid :-

- a) All the conditions and circumstances affecting the Contract price
- b) The possibility of carrying out the Works as described in the Contract.
- c) The general circumstances at the Site.

-
- d) The general labour position at the Site and
 - e) With respect to the above provision, the Contractor shall be deemed to have also satisfied himself, before Bidding with
 - Existing conditions, nature of existing roads and bridges and other means of access to the Site
 - Presence of artificial obstructions on ground or under ground or in air, boulders, or released water from and structures constructed for the existing sub-station or the like.
 - Stability of existing slopes in the Site
 - Nature of the surface and subsurface on or in which the Works are to be executed in or in the immediate vicinity of the Works, and the nature and extent of surface water or water contained in the subsoil by which the Works may be affected under all possible climatic conditions.

If the Specifications do not contain particulars of materials and Works which are obviously necessary for the proper completion of the Works, and the intention to include which is nevertheless to be inferred, all such materials and Works shall be supplied and executed by the Contractor without extra charge. If the Contractor requires additional information, he shall so request in writing to the Employer who will provide such detailed information as necessary within a reasonable time.

The Contractor shall be responsible for checking the information given in writing by the Employer for obvious omissions or inconsistencies, and for his interpretation of information received from whatever source.

11.2 Physical Obstructions and Conditions

If during the execution of the Works on Site, the Contractor encounters physical obstructions or conditions, which could not reasonably have been foreseen by the Contractor, the Employer shall certify, and these shall be added to the Contract Price, the additional cost of complying with any instruction which the Employer, after due consultation with the Contractor, issues to the Contractor in connection therewith.

12 PROGRAMME

- 12.1 Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangement, order and timing for all the activities in the Works alongwith monthly cash flow forecast.
- 12.2 An update of the Programme shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Work including any changes to the sequence of the activities.
- 12.3 The Contractor shall submit to the Engineer, for approval, an updated Programme at

intervals not longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

- 12.4 The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

13 CONTRACTOR'S REPRESENTATIVE

- 13.1 The Contractor shall, in addition to a project coordinator, employ one or more competent representatives to superintend the carrying out the Works on Site. They shall be fluent in the language for day to day communications. Their names shall be communicated in writing to the Employer before Work on Site begins.

Any instruction or notice which the Employer gives to the Contractor's representative shall be deemed to have been given to the Contractor.

At least one of the Contractor's competent representative on each Site shall be fluent in speaking, writing, reading and understanding English.

- 13.2 Objection to Contractor's Employee

The Contractor shall, upon the Employer's written instruction remove from the Works any person employed by him in the execution of Works, who mis-conducts himself or is incompetent or negligent.

14 CONTRACTOR'S CONSTRUCTION MANAGEMENT

- 14.1 Contractor's Equipment

All Contractor's Equipment shall, when brought on to the Site, be, deemed to be exclusively intended for the execution of the Works. The Employer shall have lien on all such equipment brought to Site for the purpose of erection, testing and Commissioning of the 33 kV Sub station & 33 kV Lines. The Contractor shall not remove from the Site any such equipment, except:

- a) When it is no longer required for the completion of the Works, or
- b) When the Employer has given his consent.

- 14.2 Authority for Access

No persons other than the employees of the Contractor and his Sub-Contractors shall be allowed on the Site except with the written consent of the Employer.

Facilities to inspect the Works shall at all times be afforded by the Contractor to the Employer and his representatives, authorities and officials.

15 Compliance with Laws

15.1 Compliance with Statutes, Regulations

The Contractor shall, in all matters arising in the performance of the Contract, comply in all respects with, give all notices and pay all fees required by the provisions of any national or state statute, ordinance or other law or any regulation or by-law of any duly constituted authority.

The Contract shall in all respects be prepared and interpreted in accordance with the laws in force in India, including any such laws passed or made or coming into force during the period of the Contract.

The Contractor shall be fully responsible for deducting the P.F. of the employees/labour Working under him as per statutory regulations and depositing the same with the concerned authorities.

15.2 Compliance with Laws

The Contractor shall comply with the laws of India for manufacturing of equipment and erection of the lines.

16 Patent Rights

The supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

17 Obligations of the Employer

17.1 Access to and Possession of the Site

The Employer shall in reasonable time, grant the Contractor access to and possession of the Site, which may, however, not be exclusive to the Contractor. The Contractor shall provide at his own cost any access, foot path structures, bridges and approach to the Work Sites from public roads in accordance with the requirement stipulated in the Technical Specification.

18 LABOUR

18.1 Engagement of Labour

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all labour and for their payment, housing, feeding and transport.

The Contractor shall pay rates of wages and allowances according to the nature of the Works and observe hours and Working conditions of his employees, so as to be no less favourable to the employees than those generally prevailing in the region where the Works are to be carried out. At the same time the Contractor shall observe all regulations prescribed by the law of the Government and shall strictly comply with any agreement, custom, practice or award relating to the wages.

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with the required qualifications and experience from sources within the region of Work.

18.2 The Contractor will be expected to employ on the Work only his regular skilled employees with experience of the particular type of Work. No female labour shall be employed after darkness. No person below the age of eighteen years shall be employed.

18.3 In case, the Employer becomes liable to pay any wages or dues to the labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission and commission of the Contractor, the Employer may make such payments and shall recover the same from the Contractor's bills.

19 Workmanship and Materials

19.1 Manner of Execution

All Plant to be supplied shall be manufactured and all Work to be done shall be executed in the manner set out in the Contract.

Where the manner of manufacture and execution is not set out in the Contract, the Work shall be executed in a proper and Work-man-like manner in accordance with recognized good practice.

19.2 Covering up Work

The Contractor shall give the Employer full opportunity to examine, measure and test any Work on Site which is about to be covered up or put out of view.

The Contractor shall give due notice to the Employer whenever such Work is ready for examination, measurement or testing.

The Employer shall then, unless he notifies the Contractor that he consider it unnecessary, without unreasonable delay carry out the examination, measurement or testing.

20 INSPECTION & TESTING

20.1 Independent Inspection

The Employer may at his discretion delegate inspection and testing of Plant to an independent inspector.

20.2 Dates for Inspection and Testing

The Contractor shall give the Employer reasonable notice in writing of the date on and the place at which any Plant will be ready for testing as provided in the Contract and Employer shall attend at the place so named within twenty (20) 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 Plant to be ready for testing, the costs incurred by the Employer for re-deputation of his representative shall be deducted from the Contract Prices.

20.3 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.

21 REJECTION

21.1 If as-a-result of the inspection, examination or testing referred to in Clause-20, the Employer decides that any Plant is defective or otherwise not in accordance with the Contract, he may reject such Plant and shall notify the Contractor there-of, immediately. The notice shall state the Employer's objections with reasons.

The Contractor shall then with all speed make good the defect or ensure that any rejected Plant complies with the Contract.

If the Employer requires such Plant to be re-tested, the tests shall be repeated under same terms and conditions. All cost incurred by the Employer in the repetition of the tests shall be deducted from the Contract Price.

21.2 The Contractor shall be responsible to pay penalty of Rs. 20,000/- for each occasion at which the fake inspection call has been made or the material is rejected during testing/ inspection by the authorised agency/representative of the Nigam. This penalty would

be in addition to the Nigam. This penalty would be in addition to the expenses incurred by the Nigam in deputing the Inspecting Officer, carrying out such inspection.

22 Permission to Deliver

The Contractor shall apply in writing to the Employer for permission to deliver any Plant or Contractor's equipment to the Site. No Plant or Contractor's equipment may be delivered to the Site without the Employer's written permission in the form of Material Inspection & Clearance Certificate (MICC) for despatch.

The Contractor shall be responsible for the receipt at Site of all Plant and Contractor's equipment delivered for the purposes of the Contract and shall, upon arrival at Site, give a notice to the Employer when and where it has arrived and/or been stored.

23 SUSPENSION OF WORKS, DELIVERY OR ERECTION

23.1 Order to Suspend.

The Employer may at any time instruct the Contractor to: -

- a) Suspend progress of the Works, or
- b) Suspend delivery of Plant or Contractor's Equipment which is ready for delivery to the Site at the time for delivery specified in the Programme or if no time is specified, at the time appropriate for it to be delivered or
- c) Suspend the erection of Plant, which has been delivered, to the Site.

When the Contractor is prevented from delivering or erecting Plant in accordance with the Programme by reason of any delay or failure on the part of the Employer, or of failure by the Employer to give permission to deliver or by any cause for which the Employer is responsible, the Employer shall be deemed to have instructed a suspension provided the Contractor has given the notice of the same within fifteen (15) days of such occurrence and the Employer does not respond to such a notice by the Contractor.

The Contractor shall during suspension protect and secure the Works or Plant affected at the Contractor's Works or elsewhere or at the Site, as the case may be against any deterioration, loss or damage.

24 EFFECTS OF SUSPENSION

24.1 Cost of Suspension.

The additional cost incurred by the Contractor in protecting, securing and insuring the Works or Plant and in following the Employer's instructions under Sub Clause-23.1 and in resumption of the work, shall be added to the Contract Price except that no such addition to the Contract Price shall be made if the suspension or deemed suspension is for a period less than 10 days.

The Contractor shall not be entitled to be paid any additional cost if such suspension is necessary, by reason of a default on the part of the Contractor or for the proper execution, or for the safety of the Works or Plant, unless such necessity results from any act or default of the Employer or in consequence of any of the Employer's Risks.

The Contractor shall not be entitled to additional cost unless he notifies the Employer of his intention to make such claim, within 10 days after receipt of the order to suspend progress or delivery of the date of deemed suspension under Sub Clause-23.1.

24.2 Prolonged Suspension.

If suspension under Clause 23.1 has continued for more than 180 days and the suspension is not due to the Contractor's default, the Contractor may give notice to the Employer requiring permission to proceed with the Works within 30 days.

If permission is not granted within that time, the Contractor may treat the suspension as an omission under Clause-31 of the portion it affects, or if the suspension affects the whole of the Works, terminate the Contract and the provisions of Clause-46 shall apply.

24.3 Resumption of Work.

If the Contractor chooses not to treat prolonged suspension an omission or termination under Sub Clause 24.3, the Employer shall upon the request of the Contractor, take over the responsibility for protection, storage, security and insurance of the suspended Works and of the Plant which has been delivered to the Site and which is affected by suspension and the risk of loss or damage thereto, shall thereupon, pass to the Employer. After receipt of permission or an order to proceed, the Contractor shall after due notice to the Employer, examine the Works and the Plant affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant that may occur during the suspension. Cost properly incurred by the Contractor, which would not have been incurred but for the suspension shall be added to the Contract Price together with profit.

The Contractor shall not be entitled to payment for costs incurred in making good any deterioration, defect or loss caused by faulty Workmanship or materials or by the Contractor's failure to take measures specified in Sub Clause-23.1.

If the Employer has taken over risk and responsibility for the suspended Works under this Sub Clause, risk and responsibility shall revert to the Contractor-15 days after receipt of the permission or order to proceed.

25 COMPLETION

Time for Completion.

The Work shall be completed and shall have passed the Tests on completion within _____ months from the date of letter of intent.

26 Extension of Time for Completion.

26.1 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 :-

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

The Contractor shall be entitled to such extension whether the delay occurs before or after Time for Completion.

26.2 Delays by Sub-Contractors.

The Contractor shall be entitled to claim an extension of time if delay on the part of a Sub-Contractor is due to a cause mentioned in Clause-26.1 and such delay prevents the Contractor from meeting the Time for Completion.

27 PENALTY FOR DELAY IN WORK

27.1 If the Contractor fails to execute the contract within the time specified in the contract agreement or any extension thereof, the Employer shall recover from the contractor as penalty, a sum of one half of one percent (0.5%) of the Value of Delayed Unit of the Package for each week of delay or part thereof upto 1st 10 weeks and @ one percent

per week or part thereof after 10 weeks subject to maximum of Ten Percent (10%) of the total value of the delayed 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 from his obligation to complete the works or from any other of his obligations and liabilities under the contract.

- 27.2 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.
- 27.3 An incentive for early completion of the package as a whole from the completion period in accordance with clause no. 25 (section III) will be given to the contractor @ ½% per fortnight subject to the maximum of 2%. Early completion period, will, however be the completion period without availing any extension in time.

28 TESTS ON COMPLETION

The Contractor, except where otherwise specified, shall arrange such labour, materials, fuel, water, stores and apparatus as may be reasonably required to carry out such tests efficiently.

29 TAKING OVER

- 29.1 The Works shall be taken over by the Employer when they have been completed in accordance with the Contract, except in minor respects that do not affect the use of the Works for their intended purpose, have passed the Tests on Completion and Taking-over Certificate has been issued or deemed to have been issued in accordance with Sub Clause-29.2.
- 29.2 Taking Over Certificate.

The Contractor may apply by notice to the Employer for a Taking- Over- Certificate not earlier than 30 days before the Works will in the Contractor's opinion be complete and ready for Taking Over under Sub Clause-29.1.

The Employer shall within 30 days after the receipt of the Contractor's application either:

- a) Issue the Taking Over Certificate to the Contractor stating the date on which the Works were completed and ready for Taking Over, or
- b) Reject the application giving his reasons and specifying the Work required to be done by the Contractor to enable the Taking- Over- Certificate to be issued.

If the Employer fails either to issue the Taking Over Certificate or to reject the Contractor's application within the period of 30 days he shall be deemed to have issued the Taking Over Certificate on the last day of that period.

29.3 Use before Taking Over.

The Employer shall not use any part of the Works unless a Taking Over Certificate has been issued in respect thereof.

If nevertheless the Employer uses any part of the Works, that part which is used shall be deemed to have been taken over on the date of such use. The Employer shall on request of the Contractor issue a Taking –Over-Certificate accordingly. If the Employer uses any part of the Works before Taking Over, the Contractor shall be given the earliest opportunity of taking such steps as may be necessary to carry out the Tests on Completion.

The provisions of Sub Clause-27 shall not apply to any part of the Works while being so used by the Employer, Clause-30 shall apply as if the part had been taken over on the date it was taken into use.

29.4 Interference with Tests on Completion.

If the Contractor is prevented from carrying out the Tests on Completion by an act of the Employer without assigning any valid reason, the Employer shall be deemed to have taken over the Works on the date when the Tests on Completion would have been completed for such prevention subject to mutual agreement between the Employer and the Contractor. The Employer shall issue a Taking Over Certificate accordingly.

The Works shall not be deemed to have been taken over if they are not in accordance with the Contract.

If the Works are taken over under the Clause the Contractor shall nevertheless carry out the Tests on Completion during the Defects Liability Period. The Employer shall require the Tests on Completion to be carried out by 15 days notice and in accordance with the relevant provision of Clause-28

30 GUARANTEE

- 30.1 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 of 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.

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- 30.2 In the event of any emergency, where in the judgement 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.
- 30.3 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.
- 30.4 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.
- 30.5 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.
- 30.6 The acceptance of the equipment by the owner shall in no way relieve the contractor or his obligations under this clause.
- 30.7 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.
- 30.8 At the end of the guarantee period the contractor's liability ceases expect 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.
- 30.9 The provisions contained in this clause will not be applicale;
- 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.

31 VARIATIONS

- 31.1 The contractor shall not modify the equipment than specified except as directed in writing by the purchaser.
- 31.2 The purchaser shall have the right to alter, amend, omit or otherwise vary the specification of the equipment by notice in writing to the contractor. The price of such variation, if any, shall be determined in accordance with the rates specified in the contract, so far they may apply and where such rates are not available, these will be mutually agreed between the purchaser and the contractor.
- 31.3 If the purchaser shall make any changes in any part of the equipment, a reasonable notice shall be given, in writing to the contractor. In such cases, where the equipment has already been manufactured or is under manufacture, the purchaser may consider the payment of additional sum to the contractor. If in the opinion of the contractor, such variation is likely to prevent or prejudice the contractor from or in fulfilling any of his obligations under the contract, he shall notify the purchaser thereof in writing and the purchaser shall decide forth.

with whether or not the variation shall be carried out. If the purchaser confirms his instructions in writing, the said obligations shall be modified to such extent as may be justified. Until the purchaser so confirms his instruction, they shall deemed not to have been given.

- 31.4 The purchaser reserves the right to increase/decrease the quantity of items/works by 25% before signing of the contract and/or during the currency of the contract at the same rates.

32 Ownership of Plant

Plant to be supplied pursuant to the Contract shall become the property of the Nigam, once the Plant is handed over to Nigam.

33 Certificates and Payment

(a) Price component for material:

- (i) 70% payment of the cost of material including excise duty, sales tax, freight, insurance etc. will be made on 30th day of receipt of material by the contractor at works site store and after verification of receipt of material by the concerned AE/ Construction of the Nigam and on execution of Indemnity Bond on NJS of appropriate value by the contractor.
- (ii) 10 % payment will be made on 30th day after the material has been erected/ utilized at site and verified by the concerned AE/ Construction of the Nigam

- (iii) Balance 20% payment shall be made on 30th day after inspection & clearance by the CEI, Govt. of Haryana.

(b) Price component for Erection Services:

- i) Eighty five percent of the total erection price component shall be paid monthly on pro-rata basis on 30th day on furnishing of certificate by the Engineer-incharge, for the quantum of work completed and on successful completion of quality check.
- ii) Balance 15% shall be paid on 30th day of taking over certificate of the sub station & line by the Nigam.

(c) The payment schedule as laid down above under para a&b will be applicable in case of turnkey projects/works contracts issued by the office of CE/P&D or any other competent authority at the Nigam headquarter.

- (i) The payment schedule in respect of turnkey projects/ works contracts processed and issued by the field officers (SE's/Xen's) shall be on 15th day as per procedure laid down above under para a&b.
- (a) The Sub-Division will be responsible to scrutinize, verify and submit the complete bill to the Divisional office **within 10 days (Head Office level contracts) within 5 days (Field Offices level)** from the date of receipt of the complete Bill. The liability of interest claim beyond **10/5 days** will rest on the Sub-Division staff and the same shall be recovered from the delinquent officers/officials.

(d) Performance Bank Guarantee: The contractor shall arrange to furnish performance Bank Guarantee equal to 10% of total contract price valid up to 90 days after the expiry of warranty period i.e. the defects liability period, within 15 days of issue of award of work failing which

In case of Circle Level Contract works (field officers), the contractor shall arrange to furnish performance Bank Guarantee equal to 5% of total contract price valid upto 90 days after the expiry of warranty period i.e. the defect liability period within 15 days of issue of award.

- (i) **The issue of Work Order/Contract will be withheld by the concerned authority till the receipt of performance bank guarantee or DD in lieu of performance security.**
- (ii) **Penalty @ 0.35% per week or part thereof of the value of BG would be charged from due date of submission, till the BG or DD in lieu of BG is submitted by the firm.**

- (iii) In case the performance bank guarantee or DD in lieu of performance security is not submitted within 45 days from the date of issue of LOA or the date if any stipulated by the purchasing authority, the Nigam reserve the right to cancel the LOA and initiate the action for allotment to L-2 firm.

Further a rebate of 0.35 percent per week or part thereof shall be availed of by the purchase if payment is made earlier than the period specified. The rebate will be calculated on the payable amount.

All payments shall be made by the purchaser or his authorised agent to the supplier in rupees in India.

(e) Provision of payment of Interest to the Contractor for delayed payment beyond period stipulated in the payment clause of the Contract.

- i) Each DDO responsible to make payment to the Contractor in respect of execution of works would ensure release of the payment to the Contractor as per provision of the payment clause made in the Contract.
- ii) In case the payment is not made within payment schedule, as per contract, the Contractor would be entitled to claim interest @ 10% P.A. calculated at simple method of calculation of the interest for the delayed period beyond schedule of payment mentioned in the contract, provided the contractor has submitted the bill along with all relevant documents as per requirement of the contract for claiming his payment.
- iii) In case of turnkey projects/works contract as per regulation, the payment for supply portion, erection portion is to be made on the 15th day on the receipt of the material at the site of work/furnishing of certificate of Engineer in-charge for successful completion of the work.

33.1 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 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 despatch issued by the Employer's representative and the Contractor's factory inspection report (2 copies) and insurance certificate (2 copies)

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

33.2 Payment of Contractor's Bills.

Payment due to the contractor shall be made by crossed cheque. Such cheques shall be issued direct to the Contractor on furnishing a stamped receipt for the amount of the cheque or to his authorised representative who has, a power of attorney, conferring, authority of the Contractor to receive such payment from the Engineer except where the Bidders are described in their Bid as a firm, in which case the receipt must be signed in the name of the firm by one of the partners or by some other persons holding a power of attorney authorising him to do so by other partners.

33.3 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.

33.4 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 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.

33.5 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 authorisation 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 line to the Employer.

33.6 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.

33.7 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.

33.8 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.

33.9 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.

33.10 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 33.9. If the Contractor has not applied for a Final Certificate of Payment within the time specified in Sub Clause 33.9 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.

33.11 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 preformed 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.

33.12 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.

34 CLAIMS

34.1 Procedure

In any case where under these conditions there are circumstances which the Contractor considers entitle him to claim additional payment, the Contractor shall:-

- a) If he intends to make any claim for additional payment he will give to the Employer notice of his intention to make such claim within 30 days after the said circumstances became known to the Contractor stating the reasons for his claim, and
- b) As soon as reasonably practical, after the date of such notice shall submit to the Employer full and detailed particulars of his claim but not later than 45 days after such notice unless otherwise agreed by the Employer. In any event such particulars shall be submitted no later than the application for the Final Certificate of Payment. The Contractor shall thereafter promptly submit such further particulars as the Employer may reasonably require to assess the validity of the claim.

34.2 Assessment

When the Employer has received full and detailed particulars of the Contractor's claim in accordance with Sub Clause 34.1 and such further particulars as he may reasonably have required he shall after due consultation with the Contractor determine whether the Contractor is entitled to additional payment and notify him accordingly.

The Employer may reject any claim for additional payment which does not comply with the requirements of Sub-Clause 34.1.

35 CURRENCY AND RATES OF EXCHANGE

All payments shall be made in Indian Rupees only.

36 SET OFF & RISK PROCEDURE

36.1 Set Off

Any such money due and payable to the Contractor under the Contract may be appropriated by the Owner and set-off against any claim of the Owner for the payment of a sum of money arising out of or under this Contract or any other Contract entered into by the Contractor with the Owner.

36.2 Contractor's Default Liability

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.

37 RISK AND RESPONSIBILITY

37.1 Allocation of Risk and Responsibility

The Risks of loss of or damage to physical property and the death and personal injury which arise in consequence of the performance of the Contract shall be allocated between the Employer and the Contractor as follows:-

- a) The Employer : The Employer's Risks as specified in Sub Clause 37.2 & 37.3.
- b) The Contractor: The Contractor's Risks as specified in Sub Clause 37.4.

37.2 Employer's Risks

Employer's risk shall be as under :

Insofar as they relate to the country where the Works are to be erected:-

- * War and hostilities (Whether war be declared or not), invasion, act of foreign enemies.
- * Rebellion, revolution, insurrection, military or usurped power or civil war.
- * Ionizing radiation or contamination by radioactivity from any nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear component, thereof.

37.3 Employer's Risks Under all circumstance:

- a) Use or occupation of the Works or any part thereof by the Employer.
- b) The use or occupation of the Site or any part thereof for the purposes of the Contractor, or interference, temporary or permanent with any right-of-way, light, air or water any easement, way-leaves or right of similar nature which is the inevitable result of the construction of the Works in accordance with the Contract.
- c) The act, neglect or omission or breach of Contract or of statutory duty of the Employer.

37.4 Contractor's Risks

The Contractor's Risks are all risks other than those identified as the Employer's Risks.

38 CARE OF WORKS

38.1 Contractor's Responsibility for the Care of the Works.

The Contractor shall be responsible for the care of the Works from the commencement date until the Risk Transfer Date applicable thereto under Sub Clause 38.2.

The Contractor shall also be responsible for the care of any part of the Works upon which any outstanding Works is being performed by the Contractor during the Defects Liability period until completion of such outstanding Work.

38.2 Risk Transfer Date

The Risk Transfer Date in relation to the Works is the date of occurrence of any of the following:-

- a) The date of issue of the Taking-Over-Certificate, or
- b) The date when the Employer is deemed to have issued the Taking-over-Certificate or the Works are deemed to have been taken over in accordance with Clause-29, or
- c) The date of expiry of the notice of termination when the Contract is terminated by the Employer or the Contractor in accordance with these conditions.

39 PASSING OF RISK

39.1 Passing of Risk of loss of or Damage to the Works

The Risk of loss of or Damage to the Works shall pass from the Contractor to the Employer on the Risk Transfer Date applicable thereto.

39.2 Loss or Damage Before Risk Transfer Date.

Loss of or Damage to the Works occurring before the Risk Transfer Date shall:-

- a) To the extent caused by any of the Contractor's Risks, be made good forthwith by the Contractor at his own cost, and
- b) To the extent caused by any of the Employer's Risks, be made good by the Contractor at the Employer's expense if so required by the Employer within 30 days after the occurrence of the loss or damage. The price for making good such loss and damage shall be in all circumstances reasonable and shall be agreed by the Employer and the Contractor, or in the absence of agreement, shall be resolved under Clause-50.

39.3 Loss or Damage After Risk Transfer Date.

After the Risk Transfer Date, the Contractor's liability in respect of loss or damage to any part of the Works shall, except in the case of Gross Misconduct, be limited:-

- a) To the fulfillment of the Contractor's obligations under Clause-30 in respect of defects therein, and
- b) To making good forthwith loss or damage caused by the Contractor during the Defects Liability Period.

40 DAMAGE TO PROPERTY AND INJURY TO PERSONS

40.1 Contractor's Liability

Except as provided under Sub Clause 41, the Contractor shall be liable for and shall indemnify the Employer against all losses, expenses and claims in respect of any loss of or damage to physical property (other than the Works), death or personal injury to the extent caused by:-

- a) Defective design, material or Workmanship of the Contractor, or
- b) Negligence or breach of statutory duty of the Contractor, his Sub Contractors or their respective employees and agents.

40.2 Employer's Liability

The Employer shall be liable for and shall indemnify the Contractor against all losses, expenses, or claims in respect of loss or damage to any physical property (other than Works) to the extent caused by those of the Employer's Risks listed in Sub-Clause 37.2. & 37.3., but not otherwise.

41 ACCIDENTS

The Contractor shall be liable for and shall indemnify the Employer against all losses, expenses or claims arising in connection with the death of or injury to any person employed by the Contractor or his sub Contractors or employees of the Owner for the purposes of the Works, unless caused by any acts or defaults of the Employer. In the latter cases the Employer shall be liable for and shall indemnify the Contractor against all losses, expenses or claims arising in connection therewith.

42 LIMITATIONS OF LIABILITY

42.1 Liability after Expiry of Defect Liability Period.

Except in cases of criminal negligence or willful misconduct:-

- a) The Contractor shall not be liable to the Employer, whether in Contract, or otherwise for any indirect or consequential loss or damage, provided that this execution shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer.

- b) The aggregate liability of the Contractor to the Employer under the Contract shall not exceed the Contract price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

42.2 Exclusive Remedies

The Employer and the Contractor intend that their respective rights, obligations and liabilities as provided for in these conditions shall alone govern their rights under the Contract and in relation to the Works.

Accordingly, the remedies provided under the Contract in respect of or in consequence of :-

- a) Any breach of Contract, or
- b) Any act of negligence or omission, or
- c) Death or personal injury, or
- d) Loss or damage to any property.

are, save in the case of Gross Misconduct, to be to the exclusion of any other remedy that either may have against the other under the law governing the Contract or otherwise.

42.3 Mitigation of loss or Damage

In all case the party claiming a breach of Contract or a right to be indemnified in accordance with the Contract shall be obliged to take all reasonable measures to mitigate the loss or damage which has occurred or may occur.

43 INSURANCE

43.1 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 despatch from the Contractor's Works, upto the completion of erection and final checking, testing and commissioning at Site and Taking Over of the 33 kV Line & 33 kV sub stations works 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.

43.2 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.

43.3 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.

43.4 Employees

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

43.5 General

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

43.6 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.

43.7 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.

43.8 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.

43.9 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.

44 Force Majeure.

44.1 Definition of Force Majeure.

Force Majeure means any circumstances beyond the control of the parties including:-

- a) War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition or embargo;
- b) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
- c) Rebellion, revolution, insurrection, military or usurped power and civil war;
- d) Riot, commotion or disorder, except where solely restricted to employees of the Contractor.

44.2 Effect of Force Majeure.

Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of Force Majeure which arise after the date of the Notification of Award.

44.3 Notice of Occurrence.

If either party considers that any circumstances of Force Majeure have occurred which may affect performance of his obligations he shall promptly notify the other party.

44.4 Performance to Continue.

Upon the occurrence of any circumstances of Force Majeure the Contractor shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify the Employer of the steps he proposes to take including any reasonable alternative means for performance, which is not prevented by Force Majeure. The Contractor shall not take any such steps unless directed so to do by the Employer.

44.5 Additional Costs caused by Force Majeure.

If the Contractor incurs additional costs in complying with the Employer's directions under Sub Clause-44.4, the amount thereof shall be certified by the Employer and added to the Contract Price.

44.6 Damage caused by certain of the Employer's risks.

If in consequence of any of the Employer's risks listed in para-graphs of Sub Clause-37.2. the Work on or adjacent to the Site shall suffer loss or damage, the Contractor shall be entitled to have the value of the Work done, without regard to the loss or damage that has occurred, included in a certificate of payment.

44.7 Termination in Consequence of Force Majeure.

If circumstances of Force Majeure have occurred and shall continue for a period of 180 days, notwithstanding, the Contractor may by reason thereof, having been granted an extension of Time for Completion of the Works, either party shall be entitled to serve upon the other, 30 days notice to terminate the Contract. If at the expiry of the period of 30 days Force Majeure shall still continue, the Contract shall terminate.

44.8 Payment on Termination for Force Majeure.

If the Contract is terminated under Sub Clause-44.7 the Contractor shall be paid the value of the Work done.

The Contractor shall also be entitled to receive :-

- a) The amounts payable in respect of any preliminary items so far as the Work or service comprised therein has been carried out and delivered and a proper proportion of any such item in which the Work or service comprised has only been partially carried out and delivered.
- b) The cost of materials or goods ordered for the Works or for use in connection with the Works which have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery. Such materials or goods shall become the property of and be at the risk of the Employer when paid for by the Employer and the Contractor shall place the same at the Employer's disposal.

45 CONTRACTOR'S DEFAULT

45.1 Notice of Default.

If the Contractor is not executing the Works in accordance with the Contract or is neglecting to perform his obligations, thereunder, as seriously, to affect the Programme for carrying out of the Works, the Employer may give notice to the Contractor requiring him to make good such failure or neglect.

45.2 Nature of Contractor's default.

If the Contractor :-

- a) Has failed to comply within a reasonable time with a notice under Sub Clause-45.1 or
- b) Assigns the Contract or Sub-Contracts the whole of the Works without the Employer's written consent, or
- c) Becomes bankrupt or insolvent, has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation.

The Employer may, after giving 15 days notice to the Contractor, terminate the Contract and expel the Contractor from the Site.

Any such expulsion and termination shall be without prejudice to any other rights or powers of the Employer, or the Contractor under the Contract. The Employer may upon such termination complete the Works himself or by any other Contractor. The Employer or such other Contractor may use for such completion, Contractor's equipment which is on the Site and as he or they may think proper, and the Employer shall allow the Contractor a fair price for such use.

45.3 Valuation at Date of Termination

The Employer shall, as soon as possible after such termination, certify the value of the Works and all sum then due to Contractor as at the date of termination in accordance with Clause-33.

45.4 Payment after termination

The Employer shall not be liable to make any further payments to the Contractor until the Works have been completed. When the Works are so complete, the Employer shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor under sub Clause 45.3. If there is no such extra cost the Employer shall pay any balance due to the Contractor.

45.5 Effect on Liability for delay

The Contractor's liability under Clause-27 shall immediately cease when the Employer expels him from the Site without prejudice to any liability there-under that may have already occurred.

46 EMPLOYER'S DEFAULT

46.1 Nature of Employer's Default

The Contractor may, by giving 30 days notice to the Employer, terminate the Contract if the Employer becomes bankrupt or insolvent, has a receiving order made against him, compounds with his creditor, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation, or

46.2 Removal of Contractor's equipment

On such termination, the Contractor shall be entitled to remove immediately all Contractor's equipment which is on the Site.

46.3 Payment on termination for Employer's Default.

In the event of such termination the Employer shall pay the Contractor as amount calculated in accordance with sub Clause 44.8.

47 CHANGES IN COST AND LEGISLATION

47.1 Labour, materials and transport.

The Contract price shall remain firm and shall not be subject to any variation on any account.

47.2 Statutory and other regulations.

The Contract price shall be adjusted to take account of any increase or decreases in cost resulting from changes in legislation of the country.

Legislation means any law, order, regulation or bye-law having the force of law, which affects the Contractor in the performance of his obligations under the Contract, made after the date of notification of award and its acceptance.

The Employer shall certify the amount of the resulting increase or decrease in cost, which shall be added to or deducted from the Contract price.

48 CUSTOMS

48.1 Customs and Import duties.

The Contractor shall pay any customs, import duties and taxes, on the Contractor's equipment, if any, to be imported.

49 NOTICES

49.1 Notice to Contractor

All certificates, notices or written order communications to be given to the Contractor by the Employer under the conditions shall be sent by Airmail, Cable, telex, Regd. Post or

facsimile transmission, to or be left at the Contractor's principal place of business or such other address as the Contractor shall notify for that purpose, or may be handed over to the Contractor's representative under acknowledgement.

49.2 Notice to Employer

Any notice to be given to the Employer under these conditions shall be sent by Airmail, Regd. Post, cable, telex or facsimile transmission to or left at the respective address notified for that purpose in the letter of award, or handed over to the Employer's representative, authorised, to receive it.

49.3 Minutes of meeting

Instructions or notice to the Contractor and notice from the Contractor to the Employer record in a minute or protocol signed by the authorised representative of the given and of the recipient of such notice or instruction shall be valid notice or instruction for the purposes of the Contract.

50 TAXATION

50.1 The Contractor shall be entirely responsible for payment of all taxes, duties, license fees etc. incurred until delivery of the Contract supplies to the Employer.

50.2 The Contractor shall be solely responsible for the taxes that may be levied on the Contractor's persons or on earning of any of his employee and shall hold the Employer indemnified and harmless against any claims that may be made against the Employer. The Employer does not take any responsibility whatsoever regarding taxes under Income Tax Act, for the Contractor or his employees. If it is obligatory under the provisions under the Indian Tax Act, deduction of Income Tax at source shall be made by the Employer.

50.3 The Employer shall be responsible in respect of the taxes, duties and other levies in respect of the transaction between the contractor and the Employer. As such, all customs duties, excise duties, CST, HST and other taxes, duties and levies payable by the contractor in respect of transaction between the contractor and the Employer shall be indicated separately in the price schedule and shall be payable by the Employer against the submission of the requisite sales tax certificate/excise duty certificate by the contractor. Further, all the customs duties, Excise duties, Sales Taxes and other taxes and duties payable by the contractor in respect of transaction between the contractor 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 Employer.

The sales to DHBVNL shall be made on sale-in-transit basis wherever possible and the tax liability of DHBVNL in this case shall be limited to the amount of taxes and duties in respect of the transaction between the Employer and the bidder and shall be payable against submission of sales tax / excise duty certificate.

51 ADVERTISING

Any advertising stating the subject of this Contract by the Contractor in India or in other foreign countries shall be subject to approval of the Employer prior to the publication.

Publication of approved articles, photographs and other similar materials shall carry approval of the Employer.

52 MATERIAL ACCOUNT

Proper account of the Plant/equipment brought at Site and actually erected shall be prepared by the Contractor on completion of the Works and final payments shall be adjusted on the basis of the same.

53 COMPLIANCE OF LAWS

The successful bidder will certify that he has complied with the provisions of Industrial & Labour Laws including PF Act, ESI Act etc. as may be applicable.

54 CORRUPT OR FRAUDULENT PRACTICES

The Nigam requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Nigam contracts. In pursuance of this policy, the Nigam:-

- (a) defines, for the purposes of this provision, the terms set forth as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution: and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Nigam, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive the Nigam of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Nigam contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Nigam contract.

55 SETTLEMENT OF DISPUTES

If any dispute or difference of any kind whatsoever will arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of the matter may be commenced unless such notice is given.

56 ARBITRATION

All matter questions, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to the Contract whether or not obligations of either or both parties under the contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the arbitration which shall be conducted by three arbitrators, one each to be nominated by the supplier/contractor and the Nigam (**arbitrator to be approved by the M.D. DHBVNL or authority of the Nigam authorised for the purpose by the Nigam**) and the third to be named by the president of the institution of the Engineers, India. If either of the parties fails to appoint its arbitrator within **thirty (30) days** after receipt of a notice from the other party invoking the arbitration clause, the president of the institution of Engineers, India, shall have the power at the request of either of the parties, to appoint the arbitrator. A certified copy of the order of the institution of Engineers (India) making such an appointment will be furnished to each of the parties.

The decision of the majority of the arbitrators shall be final and binding upon the parties. The parties to the contract agree that the cost of arbitration shall be as per instructions of the Nigam issued/prevalent on the date of appointment of arbitral tribunal. The arbitrators may, from time to time, with the consent of the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Engineer in consonance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Engineer for the purpose of obtaining the said decision.

The objection that the Arbitrator has to deal with the matters to which the Contract relates in the course of his duties or he has expressed his views on any or all of the matters in dispute of difference, shall not be considered as a valid-objection.

Subject to aforementioned provisions, the provisions of the Arbitration and conciliation Act, 1996 and the Rules thereunder any statutory modifications thereof for the time being inforce, shall be deemed to apply to the Arbitration proceedings under the clause.

Where the value of the Contract is Rs. One Crore and below, the disputes or differences arising will be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Institution of Engineers (India).

Notwithstanding any reference to arbitration herein,

- (a) The parties will continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser will pay the Supplier any monies due to the Supplier.

57 BLACKLISTING OF THE FIRMS

As the purchase order becomes a valid contract between the purchaser and supplier on the date of its issue, no further changes in the terms and conditions thereof are permissible and any request received in this regard from the supplier should be summarily rejected, making it clear to supply the goods strictly in accordance with the terms and conditions of the contract. It should be noted that such a liability can be enforced on the supplier only if the purchase order does not contain any term or condition contrary to what had been quoted in the supplier's tender. Once this is ensured, any attempt by the supplier to back out of his commitment should be taken a serious and his earnest money deposited be forfeited forthwith, without prejudice to any further legal remedies open to the Nigam under the relevant laws. Where necessary, the case of supplier illegally backing out of the commitment, should also be put up to the Whole Time Directors for consideration and to decide for black-listing of the firm and damages, if any, to be recovered.

Place :

Signature of the Supplier

Date :

DAKSHIN HARYANA BIJLI VITRAN NIGAM

SCHEDULE-D-IV

GENERAL RULES AND DIRECTIONS

FOR CIVIL WORKS CONTRACTS

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DAKSHIN HARYANA BIJLI VITRAN NIGAM LTD.

Issued to : (Name of the Contractor) _____
 Cost of Tender Form Rs. _____
 Received vide BA-16 No. _____ dt. _____
 Earnest money recd. vide demand draft/pay order
 No _____ dt. _____ for Rs. _____ of
 (name of bank) _____

D/Acctt.

NIT No. _____/CWH/200 - 200

Dt. _____

Date of opening _____

Tender for construction of _____

Estimated cost _____

Time allowed _____

Security deduction in every bill including final bill : 10%

A)	Description of schedule items	%age rates above or below on the through rates as per Haryana PWD Schedule of rates,1988(Second ed.)
1.	CH.on Earth work	
2.	CH.on Centering & shuttering	
3.	CH.on Cement concrete	
4.	CH.on Bricks and tiles	
5.	CH.on Hoisting & roofing	
6.	CH.on Flooring & dados	
7.	CH.on Plastering and pointing	
8.	CH.on white washing	
9.	CH.on Wood work.	
10.	CH.on Road work	
11.	CH.on Carriage	
12.	CH.on Elec. installation	
13.	CH.on Steel and iron work	
14.	CH.on Water supply	
15.	CH.on Sewerage & drainage system	
16.	CH.on Sanitary installation	
17.	CH.on Loading & unloading.	
18.	CH.on All other HSR items.	

- Note:
1. The completion period of _____ months shall be reckoned from the 15th day of the date of intimation of Award of contract or date of giving layout whichever is earlier.
 2. Individual quantity can be increased/decreased to any extent but the overall variation shall be restricted upto $\pm 30\%$.
 3. Cement & steel will be arranged by the contractor as per cl-29.

Divl. Head D/man
C/W DHBVN, Hisar

Executive Engineer
C/W DHBVN, Hisar

Abstract of quantities for Non-Schedule items.

Name of work _____

S.No.	Description	Qty./Unit	Rate to be quoted by the Contractor
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Note:-

1. The contractor may quote either a specific rate against each item.
2. Individual quantity can be increased/decreased to any extent but overall variation shall be restricted up to $\pm 30\%$.
3. The rates quoted in units other than mentioned above shall not be considered but shall be taken as have been quoted for the units mentioned above, if the units are not convertible.

Divisional Head D/Man
C/W DHBVN, Hisar

Executive Engineer
C/W DHBVN, Hisar

DAKSHIN HARYANA BIJLI VITRAN NIGAM LTD.

NOTICE INVITING TENDERS

1. Tenders are hereby invited on behalf of the DHBVN for _____

Estimated cost of Rs. _____ lacs.
2. Contract documents consisting of detailed plans complete specifications, the schedule of quantities of the various classes of works to be done and other conditions of contract to be complied with by the person whose tender may be accepted, which have been incorporated in the form of tenders, can be seen/purchased at the office of the Executive Engineer/Civil Works Divn. DHBVNL, Vidyut Nagar, Hisar between the hours 9.00 AM to 5.00 PM on all days from _____ to _____ excepting Saturdays, Sundays and Public holidays.
3. The site for the work is either available or it shall be made available in parts.
4. Tenders should be enclosed in sealed covers with the name of the work & due date of opening written on the envelope and will be received by the Supdt.O/O S.E.(Const.) DHBVNL, upto 3.00 PM on _____ and the same shall be opened by Xen.Const. DHBVNL, Vidyut Nagar, Hisar at 4.00 PM.
5. Tender papers can be obtained from the office of Executive Engineer/Civil Works Divn. DHBVNL, , on payment of a sum of Rs. _____ (Non refundable) in the shape of Demand Draft in the name of Xen.Civil Works Divn. DHBVNL, payable at Hisar.
6. The time allowed for carrying out of the work be _____ months commencing from the fifteenth day after the date of written order to commence the work or date of giving layout whichever is earlier.
7.
 - a) The rates quoted for each non-schedule item should be indicated in figures as well as in words. The amount for each item should be worked out and the requisite total given.
 - b) Percentage rate below/above on the HSR (as the case may be) may be quoted.
 - c) Each tender should bear signature of the tendering person in English/Hindi language. The total amount quoted should also be written in the same language. In case of illiterate persons the rates or the amount quoted should be attested by a literate witness.
8. Issue of tender forms will be closed on _____ at 5.00 P.M.
9. The earnest money amounting to Rs. _____ in the form of Demand Draft must accompany each tender in a separate cover. Earnest money in any other form shall not be considered. Without the earnest money the tender will not be even opened. The earnest money in the form of Demand draft should be enclosed in a separate cover.

10. The contractor whose tender is accepted will be required to furnish by way of security deposit for the due fulfillment of his contract such sum as will amount :-
10% security will be deducted from every bill of the contractor including final bill.
The security deposit will be collected by deduction from the bills of the contractor at the rate mentioned above and the earnest money if deposited at the time of tenders, will be treated as a part of the security deposit which will be released after 3 months of satisfactory completion of work.
11. The acceptance of tender will rest with the Competent authority of DHBVNL or its authorized representative who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
12. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who report to canvassing will be liable to rejection.
13. All rates shall be quoted on the proper form of the tender alone.
14. On acceptance of the tender. The name of the accredited representative(s) of the tenderer who would be responsible for taking instructions from the Engineer-in-charge shall be communicated to the Engineer-in-charge.
15. Special care should be taken to write the rates in figures as well as in words, and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word Rs should be written before the figures of rupees and word P after the decimal figures e.g. Rs. 2.15p and in case of words, the word 'Rupees' should be precede and the words paise should be written at the end. Unless the rate is in whole rupees followed by the word only (it should invariably) be upto two decimal place)
16. The DHBVNL does not bind to accept the lowest or any tender and reserves to itself right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted in his tender.
17. Sales tax or any other tax on material in respect of this contract shall be payable by the contractor and DHBVNL will not entertain any claim whatsoever in this respect.
18. No one shall be permitted to tender for the works where any of his near relatives is posted to deal with the day today duties indicating passing of bills etc. and who is working in any capacity requiring him to give instructions/ advice and in particular any officer/official of the Nigam including the members of the Nigam any breach of this condition by any one shall render him liable to be removed from the list of contractors for the DHBVNL and the work entrusted to him may be terminated thereof without any compensation whatsoever.

Note: By the terms near relative is meant, wife/husband parents and grand parents, children and grand children, brothers and sisters, uncles and cousins and their corresponding in laws

- 19 The tenderer shall give a list of non-gazetted employees of the DHBVN related to him.
- 20 Tenders for works shall remain open for acceptance for a period of ninety days from the date of opening of tenders.
- 21 The tender for the work shall not be witnessed by another tenderer who himself/ themselves has/ have tendered or who may and have for the same work. Failure to observe this conditions would render ther tender of the person tendering as well as of the witness liable to summarily rejection.
- 22 Clase No. 13 relating to public liability and property damage i8nsurance shall be clearly understood by tenders. This insurance is to be obtained within one month of the date of start of work.

No payment of running bill shall be released within this insurance. If the insurance is not obtained by the contractor, the Engineer-in-Charge will be at liberty to get the policy at the risk and cost of contractor.
- 23 The tender papers are required to be returned duly signed on pages in token of acceptance of terms and condition and desirous rates. Tenders received late or not in proper sealed cover or not on prescribed documents or received telegraphically shall be rejected.
- 24 The Chief Engineer/ PD&C reserves the right to ignore any/all the tenders without assigning any reason what-so-ever.

Executive Engineer
On behalf of the D.H.B.V.N.

DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED

GUIDANCE FOR THE CONTRACTORS

- 1 All the works proposed for execution by contract will be notified in a form of invitation to tender posted in public places duly signed by the Executive Engineer.
 - 2 This form will state the work to be carried out as well as the date for submitting and opening tenders, the time allowed for carrying out the work and also the amount of earnest money to be deposited with the tender. Earnest money as specified in the tender documents shall be in the form of currency notes/demand draft crossed for account payee only from a schedule bank. Any tender unaccompanied by prescribed earnest money shall be summarily rejected. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose or identification by the Executive Engineer shall also be opened for inspection by the prospective tenderer at the office of the SDO/ Executive Engineer during office hours.
 - 3 Each tender shall contain the name, residence and place of business of the person/ persons submitting the tender and shall be signed by the tenderer with his usual signature, partnership tenderer shall furnish the full names and address of all partners. An attested copy of the constitution of the firm shall also be signed separately by each partner thereof and in the event of the absence of any partner/partners it must be signed on his/their behalf by a person/persons holding power of attorney authorizing him/them to do so.

Tender by a corporation shall be signed with the Legal name of the Corporation followed by the name of the State of incorporation and by signature and designation of the President, Secretary or other person authorized to bind in the matter.
 - 4 Receipts for payment made on account of a work, when executed by a firm must also be signed by the several partners except where the tenderers are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners or by some other person holding a power of attorney authorizing him to do so by the other partner.
 - 5 Any person who submits a tender shall fill up in ink the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenderers, who propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying the work or which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. The tenders shall have the time and number of the work to which they refer written outside the envelope.
- 5A The rate (s) and/or amount (s) must be quoted in decimal coinage.

- 6 The Executive Engineer or his duly authorized assistants will open tenders in the presence of any intending contractors who may be present at the time and will enter the amount of the several tenders in a comparative statement in the suitable form.
- 7 The officer inviting tenders shall have the right of rejection all or any of the tenders, without assigning any reason and will not be bound to accept the lowest tender.
- 8 The tenders so opened shall remain valid for acceptance for a period of ninety days from the date of opening of the tenders.
- 9 In the event of a tender being accepted, the intimation thereof will be communicated to the contractor in the form of a letter of intent, the earnest money of the unaccepted tenderer shall there upon be refunded and no claim shall be made on the DHBVNL.
- 10 The memorandum of work tendered for and the schedule of materials to be supplied by the DHBVNL authority and their issue rates, shall be filled in and completed in the office of the Executive Engineer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed he shall request the office to have this done before he complete and delivers his tender.
- 11 **OTHER CONTRACTORS:**
 - (a) The Engineer-in-charge reserve the right to let other contracts, in connection with his work. The contractor shall afford other contractors reasonable opportunity for the introduction and storage of their material and the execution of their work and shall properly connect and coordinate his work with theirs.
 - (b) If any part of the contractors work depends for proper execution or results upon the work of any other contractor, the contractor shall inspect and promptly report in writing to the Engineer-in-charge defects in such work that tender it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other contractors work as fit and proper for the receipt of his work except as to defects which may develop, in the other contractors work after the proper execution of his work.

PERCENTAGE RATE TENDER FOR WORKS:

I/We hereby tender for the execution for the DHBVNL of the work specified in written memorandum within the time specified in such memorandum at the percentage above/below the Haryana Schedule of Rates 1988 (second edition) i/c correction slips as specified therein and in accordance in all respect with the designs, drawings and instructions in writing referred to in, Rule-I thereof and in Clause 16 of the conditions of contract and with such material as are provided for, by and in all respects in accordance with such conditions.

MEMORANDUM

- a) General Description _____
- b) Estimated cost Rs. _____
- c) Earnest money _____
- d) Security deposit 10% from every bill i/c final bill.

The security deposit will be collected by deductions from the running bills and final bills of the contractor at the rates mentioned above and the earnest money, if deposited in cash at the time of tender, will be treated as part of security deposit. The security deposit will also be accepted in cash.

- e) Time allowed for the work from the fifteenth day after the date of written order to commence the work shall be _____ months.

Should this tender be accepted in whole or in part, I /We hereby agree (I) to abide by fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders, and/or in default thereof to forfeit and pay to the DHBVNL, a sum of money mentioned in the said conditions. A sum of Rs. _____ hereby forwarded in cash/demand draft of a schedule bank. If I/ We fail to commence the work specified in the above memorandum within 15 days after the date of written order to commence work, I/We agree that the said DHBVNL shall without prejudice to any other right or remedy, be at liberty.

- i) to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by the Nigam towards security deposit (ii) to execute all the work referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to a maximum of 30% at the rates quoted in the tender document and those in excess of that limit at the rates to be determined in accordance with the provisions contained in Clause-50 of the conditions of contract.

Signature of Tenderer _____
Name of tenderer/Firm in Capital letters _____
Address _____
Place of business _____
Dated the _____ day of _____
Witness _____
Address _____
Occupation _____

The above tender is hereby accepted by me on behalf of the D.H.B.V.N.L. Dated the _____ day of _____

DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED

I DEFINITIONS:

Clause:- I Definitions:

- 1 The contract means the document forming the tender and acceptance thereof and the formal agreement executed between the DHBVNL and the contractor together with the documents referred to therein including these conditions, the specifications, designs drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form the contract and shall be complimentary to one another.
- 2 In the contract the following expressions shall unless the contract otherwise requires have the meaning hereby respectively assigned to them.
 - a) The expression Work or Works shall unless something either in the subject or context repugnant to such constructions, be constructed as taken to mean the Works by or virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
 - b) The site shall mean the land and other places, on into or through which the work is to be executed under the contract or any adjacent land, path or street through which the work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out contract.
 - c) NIGAM shall mean the DHBVNL and shall include its accessories in office and assigned.
 - d) Engineer-in-charge: Means the Executive Engineer who shall supervise and be incharge of the work and shall sign the contract on behalf of the NIGAM.
 - e) The contractor/supplier shall mean the person/party with whom the contract is made and includes heir, executor, administrator or successors and permitted assignees as the case may be.
 - f) Tenderer: The party or parties submitting and offer for the work covered by the tender documents.
 - g) Sub-contractor: The team sub-contractor used herein refers to a party or parties having a direct contract with the contractor with the consent in writing of the Engineer-in-charge.
 - h) Tender drawings: The term tender drawings refers to the drawings made part of the tender documents.
 - i) Manufacturer: The term manufacturer used herein refers to the party proposing to design and or manufacture the equipment and material as specified complete or in part.

- j) Detail Drawings: If necessary additional detailed drawings which may be furnished to the contractor for execution of work and they will form part of the contract.
- k) Letter of intent: Shall mean the letter from the Engineer-in-charge conveying his acceptance of the tender subject to such reservation.
- l) Plant equipment, stores work or works shall mean and include plant equipment and materials required for erection which shall be provided and work to be done by the contractor under the contract.

II Scope of work etc.

Clause 2 Scope of work:

The work to be performed under this contract consists of providing all labour materials plant, equipment, supplies, transportation and all incidental item not shown or specified but reasonable implied, or necessary for the proper completion of the work (except items specified to be furnished by the Engineer-in-charge) all in strict accordance with the drawings, schedules and specifications and including revisions and Amendments thereto and such detailed drawings as may be provided by the Engineer during the execution of the work in explanation of the contract drawings.

Clause 2A VARIATION:

The contractor must be prepared to start execution of work at the site on the dates as per programme and shall complete the execution of all works contemplated under the scope of this contract including variations upto 30 percent within the period indicated in the time schedule and at the rates contracted

Clause:3 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK TO BE CARRIED OUT

If at any time, after commencement of the work, the Board shall for any reason whatsoever not require the work thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the facts to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alteration having made in the original specifications involve any curtailment of the work as originally contemplated.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and confide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment of curtailment of the work or any portion thereof and then taken back by the contractor. Provided however, that the Engineer-in-charge

shall have power in all such cases, the option of taking over all or any such materials at their purchase price or at local current rates whichever may be less. In case of such materials having been issued from departmental stores supervision charges and storage charges shall be refunded in addition to the issue rate of materials.

Clause 4 : POSSESSION PRIOR TO COMPLETION:

The Engineer-in-charge shall have the right to take possession for their use, completed part of the work. Such possessions shall not be deemed to be formal acceptance of any work not completed in accordance with the contract. If such prior possession or use by the Engineer-in-charge delays the progress of the work, and equitable adjustment in the time of completion will be made and the contract agreement shall be deemed to be modified accordingly.

Clause 5 : Extension of time:

If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other grounds, he shall bring this to the notice of Engineer-in-charge in writing within 30 days of the date of such hindrance on account of which he desires such extension as aforesaid and the competent authority shall, of in the opinion (which shall be final) reasonable grounds be shown, therefore, authorize such extension of time, if any, as may, his opinion be necessary or proper.

Clause 6 : Completion of repairs and maintenance:

When the repairs and maintenance work is carried out during construction the splashes and droppings from white washing colour washing painting etc. on wall, floors, doors, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises or portions etc. where the work is done without waiting for the actual completion of all the other items of the work in the contract. In case the contractor fails to comply with the requirements of these clause the Engineer-in-charge shall have the right to get this work done at the cost of contractor either departmentally or through another party. Before taking such action, the Engineer-in-charge shall give always notice in writing to the contractor.

Clause 7 : Completion Certificate:

With in 10 days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-charge and within 30 days of the receipt of such notice the Engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the contractor with the certificate of completion, otherwise a provisional certificate of completion, indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued no certificate of completion provisional as otherwise shall be issued not shall the work be considered to be completed

until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have to be executed or constructed by the contractor (s) and cleaned of the dirt from all wood work, doors, windows, wall floors or other parts of any building, in upon or about which the work is to be executed of which he may have had possession for the purpose of the Execution thereof and not until the work shall have been measured by the Engineer-in-charge. If the contractor shall fail to complete the requirement of this clause as to removal of scaffolding surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning of dirt on or before the date fixed for completion of the work, the Engineer-in-charge may at the expenses of the contractor remove such scaffolding, surplus materials and rubbish etc. and dispose of the same as the things fit and clean off such dirt as aforesaid and the contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any such actually released by the sale thereof.

Clause: 8 T&P for Construction

The contractor shall furnish alongwith the tender a list of items of special T&P and machinery which he will be deploying on the particular job. He will also make necessary arrangements for Supplementing them or drawing any other items of machinery required to do so by the Engineer-in-charge at the time of awarding of the contract or later on as the work progresses.

In case some items or equivalent and machinery are available with the Engineer-in-charge these may be supplied to the contractor or hire at the discretion of the Engineer-in-Charge at a rate to be fixed by the Engineer-in-charge and at such conditions as may be fixed by the Engineer-in-charge. The non-provision of such equipment and machinery by the Engineer-in-charge or withdrawal of such equipment and machinery originally provided by the Engineer-in-charge shall not be taken by the Contractor as a plea for delay ion the work, works or for payment of any compensation whatsoever. The contractors are expected to make their own arrangements for tools and plants required for successful execution of the work.

If the tools and plants deployed by the Contractor is found to be in adequate or defective in the opinion of the Engineer-in-charge he shall have the right to supplement the T&P of the contractor by issue of departmental T&P at the rates and terms and conditions as fixed by the Board from time to time. Under such circumstances the contractor shall have no right to ask for extension of time on ground of non availability of T&P. The recoveries fir hire charges of the T&P in all cases shall be effected from the contractors monthly running bills and final bills if necessary.

Clause : 9 Contractor to supply all plant, ladders, scaffoldings etc.

The contractor shall supply and provide at his own cost all materials, plants, Tools,

appliances, implements, ladders, tackle, scaffoldings and temporary works requisite or necessary for the proper execution of the work, whether original altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not or/of satisfying or complying with the requirements which may be necessary for the purpose of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with the carriage, therefore, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out, works and counting weighing and assisting of the measurements, or examination at any time and from time to time of the work or materials, failing his so doing the same may be provided by the Engineer-in-charge at the expenses of the contractor & expenses may be deducted from any money due to the contractor under contract and/or from his security deposit or from any payment due from NIGAM in respect of any other agreement for work, supplied etc.

Clause: 10 WORK NOT TO BE SUBLET, CONTRACT MAY BE RESCINDED AND SECURITY DEPOSITS FORFEITED FOR SUBLETING BRIBING OR IF CONTRACTOR BECOMES INSOLVENT:

The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract or attempt to do so, or becomes insolvent, or commence any insolvency proceedings or make any composition with his creditors or attempts to do so, or if any bribe, gratuity gift, loan perquisite reward or advantage, pecuniary or otherwise, shall neither directly or indirectly, be given promised or offered by the contractor or any of his servants or agents to any officer or person in the employment of the Nigam in any way relating to his office or employment, or if any such officer or person all become in any way directly or indirectly interested in the contract, the Engineer-in-charge on behalf of the Nigam shall have the power to adopt any of the courses specified in clause as he may deem best suited in the interest of the Nigam and in the event of any of these courses being adopted the consequences specified in the said clause shall issue.

Clause: 11 SPLITTING OF WORKS

The whole work may be split up between two or more contractors or accepted in part and not in entirety if considered expedient.

Clause : 12 CLAUSE PERTAINING TO DAMAGE TO WORKS IN CONSEQUENCE OF HOSTILITIES OR WARLIKE OPERATION :

The work (whether fully constructed or not) and all materials machines, tools and plant, scaffolding, temporary buildings and other things connected there with shall be at the risk of contractor until the work has been delivered to the Engineer-in-charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in

consequence of hostilities or warlike operations, the contractor shall when ordered in writing by the Engineer-in-charge, remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates, in accordance with the provision of this agreement or the work of cleaning the site debris, staking or removal of serviceable material and or the construction of all work ordered by the Engineer-in-charge, such payment being in addition to compensation into the value of the work originally executed before being damaged or destroyed and not paid for. In case of work damaged or destroyed but not already measured and paid for the compensation shall be assessed by the Executive Engineer upto Rs.5000 and by the Superintending Engineer for a higher amount. The contractor shall be paid for the damage, destruction suffered and for restoring the materials at the rates based on the analysis of the rates tendered for in accordance with the provisions of this agreement. The certificate of the Engineer-in-charge regarding the quantity and quality of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensations shall be payable for any loss in consequences of hostilities or warlike operation(s) unless the contractor had taken all such precautions against the said as are deemed necessary by the Engineer-in-charge and (b) for any materials etc., not in the site of work or for any tools plant machinery scaffolding temporary, buildings and other things not intended for the work.

In the event of the contractor having carried out reconstruction as aforesaid he shall be allowed such extension of time for its completion as is ordered by the Engineer-in-charge

Clause: 13 PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE:

The Contractor shall take out, pay all costs and maintain throughout the period of his contract, public liability and property damage liability insurance with the following coverage:-

- i) Public liability limits for bodily injury or death, not less than Rs. 1,00,000/- per one persons and Rs. 2,00,000/- for each accident.
- ii) Property liability limit for each accident not less than Rs.1,00,000/-.

The Engineer-in-charge shall have the right at any time to require public liability insurance and property damage liability insurance greater than those specified in sub section (i) and (ii) above. In any such event, the additional premium payable solely as the result of such increase in insurance be added to the contract sum.

In addition, the contractor is fully responsible for all equipment and material for damage or loss from any cause whatever until has complete work is formally accepted. This clause governs notwithstanding the part payment which may be advanced to the contractor from time to time for work in place. As such, it is recommended (but not

mandatory) that the contractor obtains insurance for his work upto the time the work is formally accepted by the Engineer-in-charge. In case the contractor does not obtain the insurance, he is allowed to dispense for taking policy to protect against risks in respect of fire, theft, burglary, earthquake, tempest, flood, civil war in respect of works to be constructed under the agreement and the contractor shall indemnify DHBVNL against any loss that might arise in respect of the works under the agreement on account of any risks mentioned above and given indemnity bond which shall be valid and binding upon him till the work are completed and handed over under satisfactory conditions to Nigam by him.

Clause: 14 ELECTRICITY

Engineer-in-charge will provide electricity against at NIGAM normal tariff as applicable for temporary connection at the job site at one point on the distribution system lighting. Electricity connection will be 400 volts, 3phase 50 cycles. The contractor shall provide and install all necessary equipment wiring, fixtures and other temporary equipment for power and lighting and shall remove the same on completion of the work. Yard and general lighting only will be provided by the Engineer-in-charge. The contractor shall indicate in his personal requirement of the above facilities.

Electricity will not be arranged/supplied by the Deptt. The bids quoted with such conditions are likely to be rejected.

14A: CLEANLINESS RUBBISH

The contractor shall from time to time remove all rubbish resulting from the execution of his work. Adjacent streets, drive-ways and other areas shall be kept unobstructed at all times. The silting rubbish shall be dumped in the area indicated by the Engineer-in-charge or removed by the contractor as per instructions that may be issued by the Engineer-in-charge. In case contractor does not keep the area clean and if feel necessary to get the area cleaned the Engineer-in-charge will issue a notice of 48 hours and get the area cleaned by some other agency. The cost of such cleaning shall, however, be borne by the contractor., In case rubbish accumulating due to deposition by more than one contractor, the share of charges to be borne by the contractor as indicated by Engineer-in-charge shall be final.

Clause 14B: CARE OF FINISHED WORK PROTECTION FROM WEATHER

The contractor shall effectively protect the work from action of weather and from injury of defacement and shall cover finished parts where required for their through protection. Face work shall be left perfectly clean and free from defects.

The contractor shall be responsible for protection work which has been completed by other contractor. Heavy planking shall be used when moving any equipment over finished work. Metal holder shall not be permitted.

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect adjacent property from injury or loss in connection with the contract operations. The contractor shall provide all required by public authorities or local condition.

III. TECHNICAL SPECIFICATION

Clause –15 Standards:

- a) The work shall be carried out as per detailed specifications attached. Where the specifications are inadequate in the opinion of the Engineer-in-charge the work shall be carried out as per Haryana PWD specification-1988 with latest corrections and items of work which are not available in the HSR 1988 specifications they should be carried out in Accordance with the latest Indian Standard Institute Codes except where otherwise specified in the description of items given in the schedule of quantities. All works must be in accordance with or equal superior to the above referred specification.

Clause–16 DRAWING SPECIFICATIONS, CORRESPONDENCE ETC. DRAWING AND SPECIFICATIONS:

- a) The contractor shall be deemed to have carefully examined the general conditions, specifications and drawings etc. and also to have satisfied himself as to the nature of the work to be executed and where necessary of the site conditions and other relevant matter and details. Any information thus had or otherwise obtained from the Engineer-in-charge shall not in any way relieve the Contractor from his responsibility for supplying all materials and executing the work in terms of the contract including all details and incidental work and supply of all accessories or apparatus which may not have been specifically mentioned in the contract but necessary for ensuring complete erection and safe and efficient working. If he shall have any doubt as to the meaning of any portion of the contract, he shall before signing it set forth the particulars thereof and submit them to the Engineer-in-charge in writing in order that such doubt may be removed.
- b) After signing the contract, the contractor will be given free of charge two prints of all contract drawing and revisions thereto and one complete sets of specification. The contractor shall pay for additional copies requires.
- c) Such further drawings or explanations as the Engineer-in-charge, may furnish to the contractor to illustrate the work to be done, will be consistent with the original drawings and specifications, and the contractor shall conform thereof as part of this contract.
- d) All drawings and specifications, being instruments of service are the property of the Engineer-in-charge and shall be returned to him when work is completed.

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- e) Figured dimensions shall be followed in reference to scale and detailed drawings in preference to general layout drawings. The contractor shall verify all dimensions in the field before any work is completed.
 - f) All instructions and orders given by the Engineer-in-charge are to be maintained in the site instructions book and will be taken to have been conveyed to the contractor for his compliance.

INTERPRETATION :

- a) Decisions by the Engineer-in-charge shall be final and inclusive to the true intent and meaning of drawing and specifications shall be referred to the Engineer-in-charge whose decision as to its true meaning shall be final.
- b) The contractor shall study and compare the drawing specifications and other information given to him by the Engineer-in-charge any discrepancies inconsistencies or omission of statements regarding materials and methods of constructions of which he notes
- c) Verbal instructions or information purposed to have come from the Engineer-in-charge office will not be recognized by him unless confirmed in writing. This applies to information given while estimating and after the contract is awarded.
- d) The drawing and specifications are intended to co-ordinate so that any item set forth in either shall be recognized the same as if fully set forth in both.

Clause: 17 ALTERATION IN SPECIFICATION AND DESIGN

- i) The Engineer-in-charge shall have the power to make minor alterations and omissions from additions to or substitutions for the original specifications, drawings designs and the instructions, that may appear to him to be necessary during the progress of the work and contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered added or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by which the contractor on the same condition in all respects on which the contract or agreed to do the main work. The time for the completion of work shall be extended in proportion that the altered, added or substituted work bears to the original work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order (i) If the rates for the additional, altered or substituted work are specified in the contract for the work the contractor is bound to carry out the additional, altered or substituted at the same rates as are specified in the contract for the work (ii) If the rates for the

additional, altered or substituted work are not specifically provided in the contract for the work the rates will be derived by the Engineer-in-charge from the rates for a similar class of work as are specified in the contract for work. This shall be binding on the contractor.

- ii) In the event, there is no similar class of work specified in the contract, the contractor shall work out a rate for such an item on the basis of the prevalent market rate and submit the same together with the detailed analysis to the Engineer-in-charge within a period of 7 days. The Engineer-in-charge shall within fortnight thereafter, conduct necessary negotiations with the contractor to arrive at a mutually agreeable rate in the event he does not agree to the rate as furnished by the contractor. The Engineer-in-charge however, reserves to himself the right to cancel his order to carry out such class of work and arrange to carry it out in such a manner as he may consider advisable.

Clause 18: ACTION WHERE NO SPECIFICATIONS

In case of any clause of work for which there is no specification as is mentioned in clause-12, such work shall be carried out in accordance with the directions to be furnished by the Engineer-in-charge. No extra claims on account of absence of such specifications from the original tender documents shall be entered.

Clause 19: INSPECTION AND TESTS:

- a) Inspection: Work under these tender documents, shall be subject to approval of the Engineer-in-charge who shall determine the amount, quality, acceptability and fitness of the several kinds of works and materials which may arise as to measurement of quantities and the fulfillment of the technical requirement of the tender documents.

The Engineer-in-charge, his assistants and other agents of the consultants shall at all, the times have access to all places where work is being done or where materials are being prepared for use under this contract and they shall have full and safe facilities for the unrestricted inspection of such materials and work. The contractor shall furnish any aid or assistance required for the proper inspection and examination of the work.

- b) Tests : Physical and chemical tests at the cost of contractor may be required by the Engineer-in-charge of the materials specified herein or proposed to be used in the work. The requirements to be met and the manner of testing shall be hereinafter mentioned or as may be prescribed or approved by the Engineer-in-charge.

The Engineer-in-charge reserve the right to waive any of the above test requirements, and to prescribe new cost requirements if found necessary to expedite the work and conform to the latest and best practice as may be shown by the standards prescribed by the trade organization, manufactures or Engineering Societies.

The charges for testing of concrete cube, wood etc. shall be borne by the contractor.

- c) Samples: The contractor shall furnish the Engineer-in-charge for approval, as required by the specifications, adequate samples of the materials finishes to be used in the work. Such samples shall be submitted before the work is commenced and in ample time to permit tests and examination thereof. All materials finally supplied shall be fully equal to the approved samples. Samples of hardware, equipment and similar materials will be returned to the contractor for incorporation into the work. The contractor shall also furnish samples for tests other than these indicated in the specifications, if in the opinion of the Engineer-in-charge such tests are necessary for conformance to the required standards.

Clause: 20 CONSTRUCTION WATER SUPPLY

The contractor has to make his own arrangements for obtaining water required for construction purpose. The quality of such water in regard to its suitability for use in construction shall be decided by the Engineer-in-charge and his decision shall be final and binding on the contractor. If department is in a position to supply construction water the contractor will arrange the pipes fitting and meter. In that case water charges shall be recovered at 0.50% of the total cost of work executed by the contractor i.e. including of cost of all materials and labour etc. shall be made and if the work is let out on labour contract basis a deduction of 1.75% on this account shall be made.

VI. DIRECTIONS FOR EXECUTION OF WORK

Clause 21: WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATION, DRAWING, ORDER ETC. ETC.

The contractor shall execute the whole and every part of the work in most substantial and work like manner and both as regards materials and otherwise in every respect in accordance with the specifications enclosed herein. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing in respect of the work furnished by the Engineer-in-charge.

Clause 21A: POWER TO REJECT SUBSTANDARD WORK

The Engineer-in-charge shall have full powers to reject and require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer-in-charge is to be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen arise to such materials. The Engineer-in-charge shall also have full powers to acquire other proper materials to be substituted thereof and in case of default the Engineer-in-charge may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the Contractor.

Clause 21B: DISMANTLED MATERIAL

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc. as Nigam's property and such materials shall be disposed off to the best advantage of the Nigam according to the instructions in writing issued by the Engineer-in-charge.

Clause 22 : SCHEDULE AND PROGRESS

The contractor shall furnish to the Engineer-in-charge within two week after the award of the contract a schedule showing when he will commence and complete the different portions of the work according to various sections of the specifications.

Clause 22A :EXTRA WORK SHIFTS

Night work shall be permitted upon the written approval of the Engineer-in-charge provided that except in an emergency, sufficient notice is given by the contractor. The Engineer-in-charge may also direct the contractor such extra shifts to ensure completion of contract on schedule if in his opinion such work is warranted.

Clause 23: WORK TOBE OPENED TO INSPECTION

All works under or in course of execution of executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his authorized subordinate and contractor shall at all times during the usual working hours and at all other times at which reasonable notice or the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractors either himself be present to receive order and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractors agent shall be considered to have the same force as if they had been given to the contractor himself.

Clause 24: WORK TOBE EXECUTED UNDER THE DIRECTION OF ENGINEER-IN-CHARGE

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Engineer-in-charge who shall be entitled to direct at that points and in what manner they to be commenced and from time to time carried out.

Clause 25: NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP:

The contractor shall give not less than seven days notice in writing to the Engineer-in-charge or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is so covered up or placed beyond the reach of measurements and shall not cover up and place beyond the reach of measurement, any work without the consent in writing of the Engineer-in-charge or his subordinate in-charge of the work who shall within the aforesaid period of seven days inspect the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or Engineer-in-charge consent being obtained the same shall be uncovered at the contractors expenses or in default there of no payment or allowances shall be made for such work or the materials with which the same was executed.

Clause 26: MUTUAL CO-OPERATION OF CONTRACTORS

The contractor shall arrange his schedule of work and method of operation to minimize inconvenience to other contractors on the project. In all matters of conflict of interest the Engineer-in-charge shall direct what compromise should be made.

Clause 27: APPOINTMENT OF TECHNICAL STAFF BY CONTRACTOR

The contractor shall employ the following technical staff during the execution of this work qualified Engineer/Oversear/Supervisor having sufficient experience.

Clause 28: CONTRACTOR TO PRESERVE PEACE

The contractor shall in all time during the progress of work take all requisite precautions and use his best endeavor to prevent any riotous or unlawful behaviour by or amongst the workers and others employed on the works and for the preservations of peace and protection of the inhabitants and security of property in the neighbour hood of works. He shall also pay the charges of special policy, if any, that may be deployed for maintenance of peace and law and order at the discretion of the Engineer-in-charge

Clause 29: CEMENT & STEEL WILL BE ARRANGED BY THE CONTRACTOR.

All the material required for execution of work including cement and steel of defined specification/ quality will be arranged by the Contractor himself of the following specifications. The bill of the cement & steel will be submitted by the contractor.

- i) **Cement** : Generally ordinary Portland cement of Grade 43 conforming to IS 8112 shall be used. However, Portland Pozzolona Cement (fly ash based or calcinated clay based) can be used which shall be used which shall be conforming to IS:1489 Part-I and II respectively. In case of Portland Pozzolona cement is used then curing period shall be enhanced as directed by Engineer-in-charge.
- ii) **Reinforcement:** Reinforcement steel i.e. TMT bars quality TMT 500/415 IS-1786 EF-500/415 shall be of reputed make of confirming to relevant I.S. specification and M.S.channel, M.S.angle and M.S.flat shall be as per ISS-2062 Grade-A. All reinforcement shall be clean and free from loose mill scales, dust, loose rust and coats of paint, oil or other coating, which may destroy or reduce bond and it should be fresh. Contractor shall supply, fabricate and place reinforcement to shapes and dimensions as indicated on the drawings or as required for carrying out the intent of drawings and specifications. Adequate no. of chairs, spacers of required size shall be provided to ensure the proper placement of reinforcement and non dislocation of bars during concreting etc. All the reinforcement steel should be placed/ stacked in site store on raised (at least 0.5 meter from near surroundings) peace/brick platform. The reinforcement steel after stacking shall be covered with Tarpaulin to avoid corrosion. Immediately before concreting (portion of reinforcement to be embedded in concrete) shall be painted with cement slurry. Overlaps in more than 30% of bars will not be

allowed at a section. Fabricated Reinforcement bars shall be placed in position as shown in the drawing or as directed by Engineer-in-charge. The bars crossing one another shall be tied together at every intersection with two strands of annealed steel wires 0.9 to 1.6mm dia twisted and tied to make the skeleton steel work rigid so that reinforcement does not get displaced during placement of concrete.

Clause 30:

Rates for each and every N.S.items be quoted for each item Tenders will not be considered if rate for each and every N.S.Item is not quoted for each items. Tenders will be rejected out rightly, if rates are not clearly mentioned.

Clause 31:

Rate for all the schedule items be quoted above/below ceiling rate. Ceiling rate means (HSR+ latest C.P). Tender will be out rightly rejected if rates are not clearly mentioned above/ below ceiling rates.

Clause 32:

Any or all the tenders can be rejected without assigning any reason.

CLAUSE 33: CONDITION RELATING TO USE OF ESPHALTRIC MATERIAL:

- i) The contractor shall under take to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.
- ii) The contractor shall collect the total quantity or tar or bitumen required for the works as per standard formula before the process of painting as started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized charges of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the materials are hypothecated to the NIGAM the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.
- iii) The contractor shall be responsible for rectifying defects noticed within three months from the date of completion of the work.

VI LABOUR :

CLAUSE- 34: LABOUR

No labour below the age of eighteen years shall be employed on the work.

CLAUSE – 35 : Minimum wage act:

The contractor shall comply with all the provision of the minimum wages Act-1948 and any modification thereof and rules framed there under and other labour laws.

CLAUSE – 36: FAIR WAGE CLAUSE (REFERRED IN ANNEXURD) PAYMENT OF WAGES TO LABOURERS:

- a) The contractor shall pay not less than fair wage of laborers engaged by him on the work.

EXPLANATION:

Fair wage means whether for time of piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the competent authority under the minimum wages act for the district in which the work is done. It will be notified in consultation with officers of the Industrial Relation Machinery located in the respective area and will not be less than the minimum rates of wages fixed by the local/central Govt. for that class of employees engaged on the same type of work in the same area.

- b) The contractor shall not with standing the provisions of any contract to the country, cause to be paid fair wages to laborers indirectly engaged on the work including any labour engaged by his sub contractor in connection with the said work as if the labourers had been immediately employed by him.
- c) In respect of all labour directly or indirectly employed in the works for performance of the contractors part of his agreement, the contractor shall comply with or cause to be complied with the contractors labour regulation is made by local/ Central Govt. from time to time in regard to payment of wages not paid and deductions unauthorisedly made, maintenance of wage books, wage slips, publication of scale of wages and other terms of employment inspection and submission of periodical returns and all other matters of a like nature
- d) The executive Engineer/Civil or the officer concerned shall have the right to deduct from the money dues to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract observance of the regulations.
- e) Under the provisions of the minimum wages Act -1948, and the Minimum Wages (Central) Rules, 1950 the contract is bound to allow or cause to be allowed to the labourers directly or directly employed in the works one days rest for six days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge or Sub Divisional Officer shall have the right to deduct the sum of sums not paid on account of wages for weekly holidays to any

labourers, and pay the same to the persons entitled thereto from Executive Engineer concerned.

- f) Viz-a-viz the DHBVNL the contractor shall primarily liable to all payment to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnify from his sub contractor.
- g) The regulations aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be breach of this contract.

CLAUSE - 37: COMPENSATION TO WORKERS:

In every case in which by virtue of the provisions of section 12 sub section (i) of the Workman Compensation Act, 1923. The Nigam is obliged to pay compensation to a workman employed by the contractor in execution of the works, the NIGAM will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of the Nigam under Section 12, sub section (2) of the said Act, the Nigam shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Nigam to the contractor whether under this contract or otherwise. The Nigam shall not be bound to contest claim made against it under section 12, sub section (1) of the said Act, except on the written request of the contractor and upon his giving to the Nigam full security for all costs for which the Nigam might become liable in consequence of contesting such claims.

CLAUSE - 38 : SAFETY ARRANGEMENTS FOR LABOUR:

In respect of all labour directly or indirectly employed in the work for the performance of the contractors part of this agreement, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. safety code framed from time to and shall at his own expense provide for all facilities in connection therewith. The safety code of CPWD is the accepted code of this project also as referred in Annexure-B and all amendments made thereto from time shall also be applicable. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs. 50/- for each default and in addition the Engineer-in-Chief shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred on that behalf from the contractor.

CLAUSE - 39: LABOUR CAMP:

The contractor shall at his/their own costs provide his their labour with sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.

- I. a) The minimum height of each hut at the eve level shall b 7-0nd the floor are to be provided will be at the rate of 30 Sq. ft for each member of the family staying with the labourer.

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- b) The contractor shall in addition construct suitable cooking place having minimum area of 6x5 adjacent to the hut for each family.
- The contractor shall also construct temporary latrines and urinals for the use of labourers each on the scale of not less than four persons one hundred of the total strength, separate latrines and urinals being provided for women.
- d) The contractor shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- II. a) All the huts shall have walls of sundried burn bricks laid in mud mixture or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sundried bricks, the walls should be plastered with mud gobi on both sides. The floors may be kuccha but plastered with mud gobi and shall be at least 6 above the surrounding ground. The roofs shall be laid with thatched or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that through out the period their occupation the roofs water tight.
- b) The contractor/s shall provided with suitable leaves for security purposes
- c) All doors, window and ventilations shall be provided with suitable leaves for security purposes.
- d) There shall be kept an open space of at least 8 Yards between the rows of huts which may be reduced to 20 ft. according to the availability of side. With the approval of the Engineer-in-Charge back to back construction will be allowed.
- III. **Water Supply :-** The contractor shall provide adequate supply of water for the use of labourers The provisions shall be not less than 2 gallons of pure wholesome water per head per day for drinking purposes and 3 gallons of clean water per head per day for bathing and washing purposes. Where pipe water supply is available , supply shall be stand posts and where the supply is from wells or river, tanks which may be metal or machinery shall be provided. In case sufficient spare water is available with the project authorities and the contractor want to avail of this facility he/they at his/their own cost may make arrangement for laying the pipelines for supply his/their labour camp from the existing main, wherever available and approved by the Engineer-in-Charge and shall pay all fee and charges thereof. The fee chargeable for the water supply thus supplied to the labour camp shall be one percent of the gross value of the contract.
- IV. The site selected for the camp shall be high ground free from jungle, at the direction of Engineer-in-Charge site for labour camp to the extent available can be given free of charge, to the contractor.

V. **DISPOSAL OF EXCRETA:**

The contracts shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incinerating which shall be according to the requirements laid down by the local health authorities. If trenching or incinerating is not allowed, the contractors shall make arrangement for the removal of the excreta through the Municipal Committee authority and inform it about the number of labourers employed so that arrangements may be made by such committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipal/authority. The contractor shall provide one sweeper for every 8 seats in case of any system.

VI. **DRAINAGE:** The contractors shall provide efficient arrangements for draining away sullage water so as to keep; the camp neat and tidy.

VII. The contractor shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accident to the workers.

VIII. **SANITATION:** The contractors shall make arrangement for conservancy and sanitation for the labour camps according to the rules of the public Public Health and Medical Authorities.

CLAUSE – 40 HEALTH AND SANITARY ARRANGEMENT FOR WORKERS:

In respect of all labour directly or indirectly employed in works for the performance of the contractors part of this agreement the contractor shall comply with or cause to be complied with all rules framed by local/Central Govt. from time to time for the protection of health and sanitary arrangements for workers employed by the DHBVNL and its contractors (referred to in Annexure-C).

CLAUSE-41 MATERNITY BENEFIT RULES FOR FEMALE WORKERS EMPLOY FOR CONTRACTORS.

Leave and pay during leave shall be regulated as follows:

1. **Leave:** In case of delivery, maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day.
 - ii) In case of miscarriage upto 3 weeks from the date of miscarriage.
2. **Pay :** i) In case of delivery leave pay during maternity leave will be at the rate of the women average daily earnings, the days when full time work has done during a period of 3 months immediately proceeding the date on seventy five paisa a day whichever is greater.
 - ii) In case of miscarriage leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date of such miscarriage.

3. **CONDITIONS FOR THE GRANT OF MATERNITY LEAVE :**

No maternity leave benefit shall be admissible to a woman unless she has been employed for total period not less than 6 months immediately preceding the date on which she proceed on leave.

CLAUSE -42: LABOUR REPORT :

The contractor shall submit, by the 4th & 19th of every month to the Engineer-in-Charge true statement showing in respect of the second half of the preceding month and the first half of the current month, respectively.

- 1) The number of labourers employed by him on the work.
- 2) Their working hours.
- 3) The wages to them.
- 4) The accident that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused to them.
- 5) The number of female workers who have been allowed maternity benefit according to clause - 41 and the amount paid to them failing which the contractor shall be liable to pay to the NIGAM a sum not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Executive Engineer shall be final in deduction from any bill due to the contractor the amount levied as fine.

CLAUSE - 43: PENALTY IN CASE OF DEFAULT FOR BREACH OF LABOUR LAW:

In the event of the contractors committing a default of breach of any of the provisions of the C.P.W.D. Labour Regulations and Model Rules for the protections of the C.P.W.D. Labour Regulations and Model Rules for the protection of health and sanitary arrangement for the workers as amended from time to time of furnishing any information submitting or filling any statement under the provisions of the above regulations and rules which is materially incorrect, he/they shall without prejudice to any other liability pay to the Nigam a sum not exceeding Rs. 50/- per every default. Breach of furnishing making submitting, falling such maternity incorrect statement and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs. 50/- per day for each day of default subject a sum of 5% of the estimated cost of the work put up tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-charge that the contractors is/are not property observing and complying with the Model Rules for the protection of health and sanitary arrangements for work, people employed by the contractors (hereinafter referred as the said Rules the Engineer-in-charge shall have the power to give notice in writing to the contractors requiring that the said rules be complied with the amenities prescribed

therein be provided to the work people within a reasonable time to be specified in the notice. If the contractor shall fail within the period specified in the notice to comply with/observe the said rules and to provide the amenities contractor people as aforesaid, the Engineer-in-charge shall have the powers to provide the amenities here in before mentioned at the cost of the contractors. The contractors shall erect make and maintain at his/their own expense and to approve standards all necessary huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-charge shall have the power to give notice in writing to the contractors requiring that the said huts and sanitary arrangements be re-modified and/or re-constructed according to approved standards and if the contractors shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractors.

Clause 44: REMOVAL OF UNDERIRABLE LABOUR

The Engineer-in-charge may require the contractor to dismiss or remove from the site of the work person or persons in the contract employee upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

Clause 45: PROHIBITION AGAINST EMPLOYMENT OF COAL MINING OR CONTROLLED AREA LABOUR.

The contractor shall not employ coal mining or controlled area labour failing category whatsoever on or in connection with the work or recruit labour from area within a radius of 220 miles of the controlled area. Subject as above the contractor shall employ imported labour only i.e. depot imported or labour imported by contractor from area from which import is permitted

Where ceiling price for imported labour has been fixed by State or Regional Labour Committee, not more than that ceiling price shall be paid to the labour by the contractor.

The contractor shall immediately remove any labourer who maybe pointed out by the Engineer-in-charge as being a coal mining or controlled area labourer. Failure to do so shall render the controlled liable to pay Nigam a sum calculated at the rate of Rs. 10/- per day labourer. The certificate of the Engineer-in-charge of coal mining or controlled area labour and the number of days for which they worked shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties at the aforesaid stipulation in this clause is one in which public are interested within the meaning of the exception of Section 74 of the Indian Contract Act, 1872.

Clause 46: SECURED ADVANCE ON MATERIALS :

The contractor on signing an indenture in the form to be specified by the Engineer-in-charge may be entitled to be paid during the progress of the execution of the work 75% of the estimated value of any materials which are in the opinion of the Engineer-in-charge non perishable and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and or protect against damage by weather or other cause but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub clause are incorporated in work of amount of such advance shall be deducted from the next payment made under any of the clause or clauses of this contract. The contractor shall execute in indenture or properly stamped paper in the prescribed form to provide proper and sufficient lien to the Nigam on the material for which the secured advance has been given.

Clause 47: CONTRACTOR TO BE GIVEN WEEK TO FILE OBJECTION TO THE MEASUREMENTS RECORDED BY DEPARTMENT :

Before taking any measurement of any work and has been referred to in clause 7, 53 and 54 hereof, the Engineer-in-charge of a subordinate deputed by him shall give reasonable notice not exceeding seven days to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge then in any such event the measurements taken by the Engineer-in-charge or by the Sub-ordinate deputed by him as the case may be final and binding on the contractor and the contractor shall have no right to dispute the same.

Clause 48 : PAYMENT ON THE INTERMEDIATE CERTIFICATES TO BE RECORDED AS ADVANCE:

No payment shall be made for works estimated to cost not more than rupees two thousand and five hundred, till after the whole of the work shall have been completed and certificate of completion given But in the case of works estimate to cost more than rupees two thousand and five hundred, the contractor shall on submission of the bill therefore, be entitled to receive a monthly payment proportionate to the part thereof then executed to the satisfaction of the Engineer-in-Charge whose certificate of the sums payable shall be final and conclusive against the contractor, But all such intermediate payment shall be recorded as payments by way of advance against the final payment only and not as payments for works actually done and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected to be considered as in admission of the performance of the contract or any part thereof in any respect of the acquiring of any claim not shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge under these condition or an of them as to the final settlement and adjustment of the accounts of otherwise or in any other way vary or affect the contract. The final bill

shall be submitted by the contractor within one month of the date fixed or completion of the work or of the date of certificate of completion furnished by the Engineer-in-Charge and payment shall ordinarily be made within three months of the submission of such bill. If there shall be any dispute about any items of the work then the undisputed item or items only shall ordinarily be paid within the said period.

Clause 49 : MOBILISATION ADVANCE

No mobilization advance with or without interest shall be paid by the DHBVNL.

Clause 50 : BILLS TO BE SUBMITTED MONTHLY

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in previous month, and the engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim as far as possible adjusted before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-charge may depute within seven days of the date fixed as aforesaid a subordinate to measure up the said work in the presence of the contractor whose counter-signature to the measurement list will be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list.

Clause 51 : BILLS TO BE ON PRINTED FORMS

The contractor shall submit all bills on the printed forms at the office of the Engineer-in-charge and the charges in the bills shall always be entered and the rates specified in the tender (Unit) price list or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates therein after provided for such work.

Clause 52 : PAYMENT OF CONTRACTORS BILLS:

Payment due to the contractor shall be made by crossed cheque. Such cheques shall be issued direct to the contractor on furnishing a stamped receipt for the amount of the cheque or to his authorized representative who has a power of attorney conferring authority of the contractor to receive such payments from the Engineer-in-charge.

Clause 53 : RECOVERY OF NIGAMS DUES:

- i) Whether any claim against the contractor for payment of a sum or money arises out of or under the contract, DHBVNL shall be entitled to recover such sum by appropriating, in part or whole, the security deposit of the contractor. In the event of the security being insufficient the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due from the contractor under this or any other contract with Nigam. Should this sum be not sufficient to cover the full amount recoverable the contractor shall pay to the Nigam on demand the balance remaining due.

Similarly any sums due to the Nigam from the contractor on account of any other contract, shall be recoverable from any sums due to the contractor under this contract.

- ii) The NIGAM shall have the right to cause an audit and technical examination on the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum, is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for NIGAM to recover the same from him in the manner prescribed in sub clause(i) of this clause or in any other manner legally permissible and if it is found that the contractor was paid less than that was due to him under the contract in respect of any work executed by him under it the amount of such under payment shall be duly paid by the Nigam to the contractor

Clause 54 : Any such sum of money due and payable to the contractor(including security) deposit returnable to him under this contract and set off against any claim of the Nigam may be appropriated by it for the payment of such money arising out of or under any other contract made by the contractor with the Nigam.

Clause 55 : SALES & OTHER TAXES

- a) Sales-tax/octroi or any other tax on materials in respect of this contract shall be payable by the contractor and the Nigam shall not entertain any claim whatsoever in any respect. Sales tax as applicable from time to time shall be deducted on the amount paid to the contractor.
- b) If pursuant to or under any law, rule notification or orders, any royalty, cess fee of the like becomes payable by the Nigam and does not at any time become payable by the contractor, to the State Government / Local authorities in respect of any used by the contractor in the work a case it shall be lawful for the Nigam and it will have the right and be entitled to recover the amount paid in the circumstances, aforesaid from the dues of the contractor.

Clause 56 : PERMITS AND FEES AND TAXES

The contractor shall include in his tender price all taxes property applicable to his preparation. The contractor shall obtain and pay for all permits, license or other privileges necessary to complete the work, certificates of which shall be delivered to the Engineer-in-charge except the import licenses for imported materials required and permits for controlled items will be obtained by the Engineer-in-charge the requisition for which should be furnished to the Engineer-in-charge well in advance.

VIII. GURANEES :

Clause 57 : CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS NOTICED WITHIN THE PRESCRIBED GUARANTEE PERIOD AFTER THE CERTIFICATE

If the contractor or his working people or servants shall break, defaces, injure or destroy any part of building in which they may be working or any building roads, road kerb, fence, enclosure, water pipe cables, drains, electric or telephone post or wires, trees, grass or grass land, or cultivated ground continuous to the pemises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress from any cause whatever of if any defect, shrinkage or other fault appear in the work within the guarantee period as in clause 62(g)after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid arising out of defective or improper materials workmanship, the contractor shall upon a receipt of a notice in writing on that behalf make the same good at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expense from any sum that may be then or at any time thereafter may become due to the contractor from the Nigam in respect of any other agreement for work supplies etc. or from his security deposit. The security deposits of the contractor shall not be refunded before the expiry of the period of guarantee specified in clause 62(g) where specification of guarantee has been stipulated in the technical specifications for a period in excess of the said 3 months the security deposit shall not be refunded before the expiry of this period.

If the period of guarantee of any individual items of work is extended in terms of clause 62(g) following the remedying of the defect in that items of work, the Engineer-in-charge shall retain the percent of the value of such individual items of work out of the security deposit for not less than stipulated guarantee period starting from the formal re-acceptance date b the Engineer-in-charge.

Clause 58 : NON FULFILMENT OF PERFORMANCE GUARANTEES:

Non fulfillment of the general performance guarantees as stated in Section 62(a) and in the specifications shall result in the application of clause.

Clause 59 : GUARANTEES AND PENALTIES :

- a) The contractor shall guarantee that the materials and workmanship are the best of their respective kinds for the service intended and the all items will free from all inherent defects in workmanship or materials.
- b) If, after installation and trial operation, any equipment or material shall fail in any respect to meet the above guarantee, the contractor at his own expenses and with expense to the Board, shall place such work in condition which will, meet the above guarantee.

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- c) Guarantee, as required shall be furnished by the contractor upon form approved by the Engineer-in-charge and shall be signed by both the contractor and the sub-contractor whose work is involved.
 - d) These specifications issue a proper degree of skill upon the part of all contractors and workmen employed. The contractor shall consult with the Engineer-in-charge wherever in his judgment variation in the work of construction or in quality of material would be beneficial or necessary to fulfill the guarantee called for. Such variations may be made by the contractor. Only when authorized by the Engineer-in-charge.
 - e) The contractor shall provided a guarantee to remedy defects at his own cost in his work due to faulty materials workmanship, or both which shall appear within the time specific or the guarantee. He shall pay for my damage to other work resulting from his own fault work within the time specified. The contractor shall remedy such defects within a reasonable period of time.
 - f) Penalty for non fulfillment of any guarantee shall be as provided in penalty clause 62(g) below:-

g) **PERIOD OF GUARANTEE**

The period of general guarantee on all construction works shall be three months starting from the date of acceptance of complete work of the contractor by the Engineer-in-charge. However, should any defects arise in any item of work within this time , the required period of guarantee for that individual item only will be modified to three months, starting from the formal re-acceptance date by the Engineer-in-charge.

IX DAMAGE FOR DELAY AND COMPENSATION FOR BAD WORK ETC.

Clause 60 : DAMAGES FOR DELAY

The time allowed for carrying out the works as entered in the tender shall be strictly on served by the contractor and shall be deemed to be the essence of the contract on the part of the contractor and shall be reckoned from the fifteenth day after the date on which the order to commence the work is issued to the contractor. As soon as practicable, after the acceptance of his tender, the contractor shall submit to the Engineer-in-charge for his approval a programme showing the order or procedure and method in which he proposes to carry out the works in accordance with the schedule of instructions with these tender papers. He shall ,also wherever required by the Engineer-in-charge furnish for his information particulars in writing of the contractors arrangements for carrying out all the works and the construction plan and temp. work which the contractor intends to make, use or construct on the case may be. Nevertheless, the submission to and approved by the Engineer-in-charge of such programme or the furnishing of such particulars shall not relieve the contractor of any of his dues or responsibilities under the contract.

The work shall throughout the stipulated period of the contract be proceeded withal due to diligence and further to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds, one month (save for special jobs) to complete one right of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, three eighth of the work before one half of such time has elapsed and three fourth of work before three fourth of time has elapsed. However, the special jobs in a time schedule has been submitted by the contractor and the same has been Accepted by the Engineer-in-charge being within the contract period by the contractor shall comply with the said time schedule. In the event of contract or failing to comply with this condition, he shall be liable to pay as damages as amount equal to one (1%) percent of cost of the whole work is shown in the tender for the every one week that the work remains incomplete, provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent on the estimated cost of the work as shown in the tender.

Clause 61: CONTRACTORSTO REMAINLIABLE TO PAY COMPENSATION IF ACTIONNOT TAKEN UNDER CLAUSE 67 POWER TO TAKE POSSESSION OF OR REQUIRE REMOVAL OF OR SELL CONTRACTORS PLANT

In any case in which any of the powers conferred upon the Engineer-in-charge by clause 64 hereto, shall have become exercisable and the same shall not be exercised in the non-exercise thereof shall constitute a waiver of any of the conditions here of and such powers shall not withstanding to exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain un affected. In the vent of Engineer-in-charge putting in force all or any of the powers vested in him under the proceeding clause he may, if he so desires, after giving a notice in writing to the contractor take possession of (or at the sale discretion of the Engineer-in-charge which shall be final) use as on hire (the amount of the hire money having also in final determination of the Engineer-in-charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof, belonging to the contractor, or procured, by the contractor and intended to be used for the execution of the work or any part there of, paying or allowing for the same in account at the contract rates, or in the case of these not being applicable at current market rates to be certified by the Engineer-in-charge whose certificate thereof shall be final, otherwise the Engineer-in-charge by notice in writing may order the contractor or his clerk of the works. For man or other authorize agent to remove such tools, plants materials or stores from the premises (within a time to be specified in such notice) and in the event of the contract failing to comply with any such requisition the Engineer-in-charge may remove them at the contractors expense or sell them by auction or private sale on account of the contractors and at his risk in all respects and the certificate of the Engineer-in-charge as to the expenses or any such removal and the amount of the proceeds and expenses if any such sale shall be final and conclusive against the contractor.

Clause 62: ACTION AND COMEPNSATION PAYABLE INCASAE OF BAD WORK

It shall appear to the Engineer-in-charge or his subordinate in-charge of the work, that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description of that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contracted the contractor shall on demand in writing which shall be made with in the period of specified in clause 62(g) from the Engineer-in-charge specifying the work materials or articles complained of not with standing that the same may have been passed or certified forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or provide other proper and suitable materials or articles at his own proper charge and cost and the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one half percent of the cost of whole work as shown in tender for everyone week that the work remains incomplete provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed ten percent on the estimated cost of the work as shown in the tender, while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove and execute the work or remove and replace with others, the materials or articles/complained or as the case may be at the risk and expense in all respect of the contractors.

Clause 63: SUM PAYABLE BYWAY OF COMPENSATIONTO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Nigam without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

X- GENERAL

Clause 64: DETERMINATIONAND TERMINATIONOF CONTRACT:

The Engineer-in-charge may without prejudice of his right against the contractor in any respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breaches of the contract & without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing, absolutely determine the contract in any of the following cases:-

- i) If the contractor having been given by the Engineer-in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un workman like manner

shall omit to comply with the requirements of such notice for a period of seven days or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion or he has already failed to complete the work by that date.

- ii) If the contractor being a company shall pass a resolution or the court shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii) If the contractor commits breach of any of the terms and conditions of this contract
- iv) If the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-charge on behalf of the NIGAM shall have powers:-
 - a) To determine or rescind the contract an aforesaid (of which termination or recession notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence) Upon such determination or rescission the security deposit of the contractor available with the Board at such time shall be liable to be forfeited and shall be absolutely at the disposal of the Nigam.
 - b) To employ labour paid by the DHBVNL and to supply materials to carry out the work for any part of the work debiting the contractor of the materials of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the contractor and crediting him with the value of the work done in all respects as if it had been carried out by the contractor under the terms of his contract. The certificate of the Engineer-in-charge as the value of the work done shall be final and conclusive against the contractor, provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expense incurred by the Nigam are less than the amount payable to the contractor at the agreement rates, the difference should not be paid to the contractor. In such an event, the security deposit of the contractor available with the Board at that time shall be liable to be forfeited and shall be absolutely at the disposal of the Nigam.
 - c) After giving 15 days notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expense which may be incurred, in excess of such which would have been paid to the original contractor if the whole work had been executed by him, (of the amount of which excess certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due him, by the Nigam

under this contained or any other account whatsoever or from his security deposit or the proceeds as the case may be. In such an event as well, the security deposit of the contractor available with the Board at that time, shall be liable to be forfeited and shall be absolutely at the disposal of the Nigam.

- d) In the event of any one or more of the above cases, being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered in to any engagements or made any advances on account of and with a view to the execution or work of the performance of contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum of any work thereto for actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause 65: CHANGE IN CONSTITUTION:

Where the contractor is a partnership from the previous approval in writing of the Engineer-in-charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu Undivided Family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carryout the work here by undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall deem to have been assigned in contravention of clause 10 here of and the same action may be taken and the same consequence shall ensure as provided in the said clause 10.

Clause 66 : TERMINATION OF THE DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-in-charge on behalf of the Nigams hall have the option of termination the contract without compensation to the contractor.

Clause 67: RELATIVE OF CONTRACTOR IN DEPARTMENT

N one shall be permitted to tender for the works where any of his near relatives is posted to deal with the day-to-day duties inclusive passing of bills etc. and who is working in any capacity requiring him to give instructions/advice and in particular any officer/official of the Nigam including the members of the Nigam. Any breach of this condition by any one shall render him liable to be removed from the list of the contractors for the DHBVNL and the work entrusted to him may be terminated thereof without any compensation whatsoever.

NOTE :- By the term near relative, is meant wife/husband parent and grand parents, children and grand children/brother and sisters uncles and cousins and their corresponding In-laws.

CLAUSE 68 : RETIRED GOVERNMENT SERVANTS TAKING TO CONTRACT

No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in Engineering Department of the Nigam is allowed to work as contractor for a period of two years of his retirement from Nigams service without the previous permission of the Nigam . His contract is liable to be cancelled if either the contractor or any of this employees is found at any time to be a person who had not obtained the permission of the Nigam as aforesaid before submission of the tender or engagement in the contractors service as the case may be.

CLAUSE 69 : CONTRACTORS OFFICE, STORES, WORKSHOP ETC.

Subject to availability, the Engineer-in-charge shall at his discretion and for the duration of execution of the contract make available at site, free of charge land for construction of contractors field office, workshop, stores, assembling yard etc. required for execution of the contract. Leveling and dressing of site, and construction of temporary roads, offices, workshop etc. as per plan approved by the Engineer-in-charge shall be done by the contractor at his own cost. The area of land required for construction field office, stores etc. as per this clause shall be indicated separately. The payment of final bill shall not be made, until and unless the contractor has handed over the vacant possession of land allotted to him for the above purpose.

CLAUSE 70 : WATCHING AND LIGHTING

The contractor shall provide and maintain at his own cost all lights and watchmen where necessary or required by the Engineer-in-charge for the protection of the work or for the safety or convenience of the public or others.

CLAUSE 71 : EVERYTHING AT CONTRACTORS RISK:

The contractor shall undertake all risk and liabilities of whatever kind arising out of the works including by way of amplification but not by way of limitation, all risks attended on the nature of the site, the soil sub-soil the levels and consistence of strata in or on which the works are to be found or constructed. Also all risks or fire, floods, gales or winds, variation of water levels in sub-soil quantities of water to be pumped, discharge of existing water course and rains traffic delays and other causes, whether in or beyond contractors control which may effect the works during the construction and all damages which may happen in any way however, to the works during their progress shall be made good by the contractor at his own expenses.

CLAUSE 72 : SITE ORDER BOOK

The contractor shall maintain the site order book for recording day to day instructions

given at site by the Engineer-in-charge besides keeping a record of whether conditions, staff employed, progress of work etc.

CLAUSE 73 : CORRUPT OR FRAUDULENT PRACTICES

The Nigam requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Nigam contracts. In pursuance of this policy, the Nigam:-

- (a) defines, for the purposes of this provision, the terms set forth as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution: and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Nigam, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive the Nigam of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Nigam contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Nigam contract.

CLAUSE 74 : PATENT RIGHTS

The supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser’s country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

CLAUSE 75 : SETTLEMENT OF DISPUTES

If any dispute or difference of any kind whatsoever will arise between the Purchaser

and the Supplier in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of the matter may be commenced unless such notice is given.

CLAUSE 76 : ARBITRATION

All matter questions, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to the Contract whether or not obligations of either or both parties under the contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the arbitration which shall be conducted by three arbitrators, one each to be nominated by the supplier/contractor and the Nigam (**arbitrator to be approved by the M.D. DHBVNL or authority of the Nigam authorised for the purpose by the Nigam**) and the third to be named by the president of the institution of the Engineers, India. If either of the parties fails to appoint its arbitrator within **thirty (30) days** after receipt of a notice from the other party invoking the arbitration clause, the president of the institution of Engineers, India, shall have the power at the request of either of the parties, to appoint the arbitrator. A certified copy of the order of the institution of Engineers (India) making such an appointment will be furnished to each of the parties.

The decision of the majority of the arbitrators shall be final and binding upon the parties. The parties to the contract agree that the cost of arbitration shall be as per instructions of the Nigam issued/prevalent on the date of appointment of arbitral tribunal. The arbitrators may, from time to time, with the consent of the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Engineer in consonance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Engineer for the purpose of obtaining the said decision.

The objection that the Arbitrator has to deal with the matters to which the Contract relates in the course of his duties or he has expressed his views on any or all of the matters in dispute of difference, shall not be considered as a valid-objection.

Subject to aforementioned provisions, the provisions of the Arbitration and conciliation Act, 1996 and the Rules thereunder any statutory modifications thereof for the time being in force, shall be deemed to apply to the Arbitration proceedings under the clause.

Where the value of the Contract is Rs. One Crore and below, the disputes or differences arising will be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Institution of Engineers (India).

Notwithstanding any reference to arbitration herein,

- (a) The parties will continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser will pay the Supplier any monies due to the Supplier.

CLAUSE 77 : BLACKLISTING OF THE FIRMS:

As the purchase order becomes a valid contract between the purchaser and supplier on the date of its issue, no further changes in the terms and conditions thereof are permissible and any request received in this regard from the supplier should be summarily rejected, making it clear to supply the goods strictly in accordance with the terms and conditions of the contract. It should be noted that such a liability can be enforced on the supplier only if the purchase order does not contain any term or condition contrary to what had been quoted in the supplier's tender. Once this is ensured, any attempt by the supplier to back out of his commitment should be taken a serious and his earnest money deposited be forfeited forthwith, without prejudice to any further legal remedies open to the Nigam under the relevant laws. Where necessary, the case of supplier illegally backing out of the commitment, should also be put up to the Whole Time Directors for consideration and to decide for black-listing of the firm and damages, if any, to be recovered.

Place :

Signature of the Supplier

Date :

ANNEXURE 'A'

SAFETY CODE : D.H.B.V.N.L.

- i) Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used for extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable foot holds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper from $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical.)
- ii) Scaffolding or staging more than 12 above the ground or floor, swung or suspended from an over hand support or erected with stationery support shall have a guard rail properly attached bolted, braced and otherwise secured at least 3 high above the floor or platform of such scaffolding or standing and extending along the entire lengths of the outside and ends thereof with only such opening as may be necessary for the delivery of the materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structures.
- iii) Working platform, gangways and stairway should be constructed that they should not say unduly or unequally and if the height of platform or the gangway or the stairway is more than 12 above ground level or floor level they should be closely boarded should have adequate width and should be suitably failed as described in (ii) above.
- iv) Every opening in the floor of a building of a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 3'-0".

Safe means of access shall be provided to working platform and other working placed, every ladder shall be securely fixed. No portable ladder shall be over 30ft. No length while the width between sides rails in rung, ladder shall in no case be less than $11 \frac{1}{4}$ for ladder upto and including 10 in length. For longer ladders this width should be increased at least $\frac{1}{4}$ for each additional foot of length. Uniform step spacing should not exceed 12. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stocked or placed as to cause danger or inconvenience to many person or the public. The contractor shall provide all necessary fencing the lights to protect the public from accident, and shall be bound to bear the expenses of defense of every suit action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and coat which may be awarded in any such suit, action or proceedings to any such person of which may be with the consent of the contractor be paid to compromise any claim by any person.

- vi) **EXCAVATION AND TRENCHES:** All trenches four feet or more in depth, shall at all times be supplied with at least one ladder for each 100 feet in length or fraction thereof. Ladder shall be extended from bottom of the trench to atleast 3 above the surface of the ground. The side of the trenches which are 5 or more in depth shall be stopped back to give suitable slope or securely held by timber bracing so as to avoid the danger of sides to collapse. The excavated material shall not be placed within 5 feet of the edges of the tranches or half of the depth of the trench which ever is more. Cutting shall be done from top to bottom. Under no circumstances under mining or under cutting shall be done.
- vii) **DEMOLITION:** Before any demolition work is commenced and also during the process of the work:-
- a) All roads and even areas adjacent to the work shall either be closed or suitable protected.
 - b) No electric cable or apparatus which is liable to e source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - c) All practical steps shall be taken to prevent dangerous person employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so ever loaded with debris or materials as to render it unsafe.
- viii) All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use and the contractor shall take adequate steps to ensure proper use and the contractor shall take adequate steps to ensure proper use of equipment by those concerned
- a) Workers employed in mixing asphaltic materials cement and lime mortars shall be provided with protective footwear prospective goggles.
 - b) Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
 - c) Those engages in welding works shall be provided with welders protective eye light lids.
 - d) Stone breakers shall be provided with protective goggles and protective clothing and stated at sufficiently safe intervals.
 - e) When workers are employed in sewers and man-holes which are in use; the contractor shall ensure that man-hole covers are opened and the ventilated atleast for an hour before the workers are allowed to get into the manhole and manholes so opened shall be cordoned of with suitable railing and provided with warning single or board to prevent accident to the public.

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- f) The contractor shall not employ men below age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting the following precautions should be taken.
 - i) No paint containing lead product shall be used except in the form of paste or ready made paint.
 - ii) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray of surface having lead paint dry rubbed and scrapped.
 - iii) Overall protective equipment shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
 - iv) When the work is done necessary place where there is risk of drowning all necessary equipment should be provided and kept ready for use on all necessary steps taken the prompt rescue of any person in danger and adequate provision should be made or prompt first aid treatment of injuries likely to be sustained during the course of work.
 - v) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions.
 - a) These shall be of good mechanical construction, should material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
 - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be durable quality and adequate strength, and free from patent defects.

ANNEXURE - B

MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENT FOR WORKERS

(As referred to in clause 42)

1. APPLICATION

These rules shall apply to all buildings and construction works in the DHBVNL.

2. DEFINITION

- i) Work place means a place at which at an average 50 or more workers are employed in connection with constructions work.
- ii) Large work place means a place at which an average 500 or more workers are employed in connection with construction work.

3. FIRST AID

- a) At every workplace, there shall be maintained in already accessible place first aid kit and appliance including an adequate supply of sterilized dressing and sterilized cotton wool.

The appliances shall be kept in good order and in large work place they shall be placed under the charge of a responsible person who shall be readily available during working hours.

- b) At large work places, where hospital facilities are not available within easy distance of the work, first aid posts shall be established and be run by a trained compounder.

4. DRINKING WATER

- a) In every work place, there shall be provision and maintained at suitable place easily accessible to labour a sufficient supply of water fit for drinking.
- b) Where drinking water is obtained from intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- c) Every water supply or storage shall be at distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within the proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.
- d) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING AND BATHING PLACES:

- i. Adequate washing and bathing places shall be provided separately for men and women.
- ii Such places be kept in clean and drained conditions

6 SCALE OF ACCOMMODATION IN LATERINE AND URINALS

There shall be provided within the percents of every work place latrine and urinals and in a accessible place, and the accommodation separately for each of them shall not be less than the following scales:- No. of seats

- a) Where the number of persons does not exceed 50 - 2 Nos.
- b) Where the number of persons exceeds 50 but does not exceed 100 - 3 Nos.
- c) For every additional 3 Nos. per 100.

In particular cases the Executive Engineer shall have the power to vary the scale, where necessary

7 LATERINE AND URINALS FOR WOMEN

If the women are employed, separate latrines and urinals screened from these for men and marked in vernacular in conspicuous letter for women only shall be provided on the scale laid in Rule 6. These for men shall be similarly marked for men only a poster showing the figure of a men and a women shall also be exhibited at the entrance of latrines for each sex. There shall also be adequate supply of water close to the urinals and latrines.

8 LATERINE AND URINALS

Except work places provided with water flushed latrines, connected with a water borne sewer system, all latrines shall be provided with receptacles on dry-earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary conditions. The receptacles shall tarried inside and outside at least once a year.

9 CONSTRUCTION OF LATERINES:

The inside walls shall be constructed masonry or some suitable heat resisting non absorbent materials and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for this purpose and kept available for inspection, Latrines will not be of a standard lower than bore hole system and should have thatched roofs.

10 DISPOSAL OF EXCRETE

Unless otherwise arranged for by the local sanitary authority arrangements for proper disposal of excretes by incineration at the work place shall be made by means of suitable incinerator approved by the Assistant Director of Public Health or the Municipal Medical Officer of Health as the case may be in whose jurisdiction the work place is situated. Alternatively, excrete may be, disposed of by putting a layer of night soil at the bottom of pucca tank prepared or the purpose covering it up with a layer of waste or refuse and then covering it up with a layer of each for a forting.

ANNEXURE - C

CONTRACTORS LABOUR REGULATIONS (As referred to in Clause 36)

SCOPE TITLES:

1. These regulations may be called the DHBVNL contractors labour regulation.
2. DEFINITIONS: In these regulation, unless otherwise expressed or indicated, the following words and expression shall have the meaning hereby assigned to them respectively that is to say.
 - i) Labour means workers employed by DHBVNL contractor directly, or indirectly through a sub-contractor or other person or by a agent on his behalf on a payment not exceeding Rs. 400/- per month and will not include supervisory staff like overseers etc.
 - ii) Fare wages means wages whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the DHBNL in consultation with Officer of the Industrial Relations areas and will not be less than the minimum rates of wages fixed by the Government for that class of employees engaged on the same type of work the same area.
 - iii) Contractor shall include every person whether a sub-contractor or head-man or agent, employing labour on the work taken on contract.
 - iv) Wages shall have the same meaning as defined in the payment of wages Act and includes time and piece rate wages.
3.
 - a) Normally working hours on an adult employee should not exceed 9 hours a day and in the case of a child 4 ½ hours a day.
 - b) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any work shall be paid overtime for the extra hours put in by him at double the ordinary rate of wages, children shall not be made to work extra hours.
 - c) Every worker shall be given a paid weekly holiday normally on Sunday in accordance with the provisions of minimum wages (General Rules, 1950 as amended from time to time) irrespective of whether such worker is governed by the minimum wages Act, 1948 Government of India or not.
4. **PAYMENT OF WAGES:**
 - i) Wages due to every worker shall be paid to him direct.
 - ii) All wages shall be paid in current coin or currency of the both shall not as enter.

- iii) Arrears claimed after two months the completion of the work shall not be entertained.

FIXATION OF WAGES PERIOD

- i) The contractor shall Fix the wages period and respect of which shall be payable.
- ii) Wages of every worker employed on the contract shall be paid
 - a) In case of the establishment in which wages period is one week within three days before the expiry of 7th day of 10th. Day from the end of the wage period according to the number of workers employed in such establishment does not exceed 1000 or exceeds 1000.
- iii) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one in which his employment is terminated.
- iv) All payment of wages shall be made on a working day except when the work is completed before the expiry of the wages period in which case final payment shall be made within 48 hours of the last working day at work site and during the working time.

6. WAGE BOOK AND WAGE SLIPS ETC.

- 1) The contractor shall maintain a wage book of each worker in such form as may be convenient at the place of work, but the same shall include the following particulars:-
 - a) Name of the worker.
 - b) Rate of daily or monthly wage.
 - c) Nature of work on which employed
 - d) Total number of days worked during each wage period.
 - e) Dates & periods for the worked during overtime.
 - f) Gross wages payable for the work during each wage period.
 - g) All deductions made from the wage with an indication in each case of the ground for which the deduction is made.
 - h) Wages actually paid for each wage period.
 - i) Signature or thumb impression of the worker.
- 2) The contractor shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day period to the day of disbursement of wages.

-
- 3) The contractor shall also issue an employment card in the prescribed Form III to each worker on the day of work or entry into his employment. If the worker has already any such card with him from the previous employer the contractor shall merely endorse that employed card with relevant entries. On termination of employment the employment card shall again be endorsed by the contractor and returned to the worker.
 - 4) The contractor shall issue an attendance cum wage card as per form IV enclosed to each worker on the day of work or entry into his employment.

11 POWER OF LABOUR WELFARE OFFICER TO MAKE INVESTIGATION OF ENQUIRY

The Labour Welfare Officer or any other person authorized by the DHBVNL on their behalf shall have power to make inquiries with a view to ascertaining and enforcing due and proper observation of the fair wage clauses and the provision of these regulations. He shall investigate into any complaint regarding the default made by the contractor or sub contractor in regard to such provision.

12 REPORT OF LABOUR WELFARE OFFICER

The Labour Welfare officer or other persons authorized as aforesaid shall submit a report of result of his investigation or inquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed, with a note that necessary deductions from the contractors bill be made and the wages and then dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause-14 of these regulations actual payment of labourers will be made by the Executive Engineer after the Regional Labour Commissioner has given his decision on such appeal.

- a) The Executive Engineer shall arrange payments to the labourers concerned within 4 days from the receipt of the report from the Labour Welfare Officer or the Regional Labour Commissioner as the case may be.

13. APPEAL AGAINST THE DECISION OF LABOUR WELFARE OFFICER

Any person aggrieved by the decision and recommendations of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Regional Labour Commissioner, concerned within 30 days from the date of decision forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal the decision of officer shall be final and binding up on the contractor.

14. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

- i) A workman shall be entitled to be represented in any investigation or inquiry under these regulations by:-
 - a) Any officer of a registered trade union of which he is the member.
 - b) Any officer of a federation trade Unions to which the trade union referred in clause (a) is affiliated.

- c) Where the employee is not a member of any registered trade Union, by an officer of a registered trade union connected or any other workman employed in the industry in which the workmen is employed.
- ii) Any employer shall be entitled to be represented in any investigation inquiry under these regulations by:
 - a) An officer of association of employers of which he is member
 - b) An officer of a federation of association employers to which the association referred to in clause (a) where the employer by an officer of association of employer.
 - c) Where the employer is not a member of any association of employer, by an officer of association employer connected with or by any other employer engaged in Industry in which the employer is engaged.
- iii) No party shall be entitled to be represented by a Local practitioner in any investigation of enquiry under these regulations.

15 INSPECTION OF BOOKS AND SLIPS

The contractor shall allow inspection to wage and wage slips the register of unpaid wages the register of accident and register of fines and deductions to any of his agent that a convenient time and place after due notice is received or to the Labour Welfare Officer or any other person, authorized by the State Government on his behalf.

16 SUBMISSION OF RETURNS

The contractor shall submit periodical returns as may be specified from time to time.

17 AMENDMENT

The Central Government/ State Government may from time to time add to or amend the regulations and or any question as to the application interpretation or effect of these regulations, the decision of the Chief Labour officer/ Deputy Chief Labour Commissioner _____ to the Government of India or any other person authorized by the Central Government in that behalf shall be final.

Place :

Signature of the Supplier

Date :

DAKSHIN HARYANA BIJLI VITRAN NIGAM LTD.

SCHEDULE-D-V

BIDDING DOCUMENT FOR SERVICE CONTRACTS.

(BID NO. _____)

FOR

**ENGAGEMENT OF WELL ESTABLISHED, REPUTED AND
EXPERIENCED FOR CARRYING OUT OF VARIOUS
UNDER OPERATION CIRCLE FOR A PERIOD.**

DHBVNL

VIDYUT SADAN, VIDYUT NAGAR

HISAR-125005

PHONE :

FAX:

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SECTION - I

INVITATION FOR BID

(IFB)

DAKSHIN HARYANA BIJLI VITARAN NIGAM LTD.

INVITATION FOR BIDS

(BID NO. _____)

NAME OF WORK : *ENGAGEMENT OF WELL ESTABLISHED, REPUTED AND EXPERIENCED FIRMS FOR CARRYING OUT THE*

PERIOD OF SALE OF BIDDING DICUMENTS	From _____ To _____
CLOSING DATE FOR SUBMISSION OF BID	
OPENING DATE OF BID	
PLACE OF SUBMISSION OF BID	
PLACE FOR OPENING OF BIDS	
OFFICE INVITING BIDS	

DAKSHIN HARYANA BIJLI VITRAN NIGAM LTD.

TENDER NOTICE

(BID NO. _____)

Sealed tenders are invited from approved/well established, reputed and experienced firms for engagement for carrying out the

- i) Tender documents are available for sale in the office of the _____.
- ii) Purchase of specification / tender documents is essential for participation. The cost of tender documents is Rs. _____/-, which is to be deposited in the cash or through Demand Draft payable at Hisar in favour of Accounts Officer/EAD, DHBVNL, Hisar.
- iii) Detailed Terms and Conditions can be seen in the Tender Documents.

**DHBVNL
VIDYUT SADAN, VIDYUT NAGAR
HISAR-125005
PHONE:
FAX:**

SECTION - II

INSTRUCTIONS TO BIDDERS

(ITB)

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1. SCOPE OF BID

Dakshin Haryana Bijli Vitran Nigam Ltd. Here-in-after called DHBVNL intends to engage well established, reputed and experienced firms for carrying out _____.

The job shall be carried out at the headquarters of the Sub Division where the record is being maintained and the report shall be submitted to the _____ detailed instructions have been explained under Section-IV "Scope of Work".

2. QUALIFICATION OF THE BIDDER:

To be qualified for award, bidder shall provide evidence, satisfactory to DHBVNL of their capacity and adequacy of resources to carry out the contract effectively. Bids shall include the following information:

- a) Copies of the original documents defining the constitution or the legal status, place of registration and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- b) Description of the resources available with him to carry out the proposed job.
- c) Qualification and experience of key personnel proposed for carrying out the work.
- d) Information regarding any litigation, current or during the last two years, in which the Bidder is involved, the parties concerned and the dispute and the disputed amount.

3. CLARIFICATION ON BID DOCUMENTS:

The prospective Agency may obtain any clarification regarding the bid document by writing or faxing to : -

The firm is advised in its own interest to examine the bid documents, instructions, forms, terms & general information before submission of bid. Failure to provide information, which is essential to evaluate the bid or to provide the timely clarification or substantiation of the information supplied or submission of bid not substantially responsive to the bid document may result in disqualification.

4. AMENDMENTS TO BID DOCUMENT:

At any time prior to the date for submission of bid as well as upto opening of bids, DHBVNL may for any reason, whether of its own or by way of clarification given at the request of prospective bidder, modify the bid document by issue of amendment (s)

which shall form part of it. The agenda shall be sent in writing to all the prospective bidders, who shall return one copy of it duly signed alongwith their bid. Extension in the due date, if considered necessary, may be made by the DHBVNL.

5. DEVIATION FROM BID DOCUMENTS:

The bid offer must include a separate statement indicating all deviation from the bid documents as per format enclosed at Annexure-‘A’. All such deviations shall be clearly mentioned in deviation sheet. Unless the deviations from the bid documents are specifically mentioned, it will be understood and agreed that the proposal is in strict conformity to DHBVNL’s specifications in all respect and it will be assumed that all terms & conditions are acceptable to the bidder.

6. FILLING OF BIDS:

- a.) Bid shall be submitted in the forms attached hereto and all blanks in **Section-V, VI** and the **Annexure-‘A’** of the specification shall be duly filled in. The complete Form & Annexures shall be considered as part contract documents in the case of successful bid.
- b.) No alteration should be made to Form of the tender specification and Annexure. The bid must comply entirely with the specification and alternative proposals, if any, shall be clearly stated in the covering letter.
- c.) The bid and all accompanying documents shall be in Hindi/English language and shall be signed by a responsible and authorised person. The name designation and authority of signatory shall be stated in the bid.
- d.) Tenders should be filled in only with ink or typed. No bid filled in by pencil or otherwise shall be considered.
- e.) All additions, alterations and over writings in the bid must be clearly initialed by the signatory to the bid.
- f.) The bidder should quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rate/prices shall be in words as well as figures. This must not contain any additions, alternation, overwriting, cuttings over corrections and any other marking, which leave any room for doubt.
- g.) The contract awarding authority will not be responsible to accept any cost involved in the preparation and submission of the bids.

7. DOCUMENTS COMPRISING THE BID:

7.1 The bidder shall submit the following the document/information with the bid.

- ❖ Covering letter.
- ❖ Power of Attorney
- ❖ Statement of deviations from the bid documents as per Annexure-‘A’.
- ❖ Details in format given in Section.
- ❖ Copy of the agreement between the bidder and his collaborators or associates, if any.
- ❖ Earnest Money
- ❖ Price schedule in Section-VI.
- ❖ Other details as called for in the bid documents or which the bidder may like to highlight.

7.2 FORMAT AND SIGNING OF BID:

The bidder shall submit one set of his bid, complete in all respect with enclosures. The bid shall be signed on each page.

The person or persons signing the bid shall initial all pages of the bid, including where entries or amendments have been made.

8. SUBMISSION OF THE BIDS:

8.1 The interested bidder may send their proposal on or before _____ upto

8.2 The bid shall be submitted in the following manner:

- ✓ One Small Size envelope for proof of depositing the Earnest Money. This envelope shall be super scribed “**EARNEST MONEY AGAINST TENDER NO.**_____”
- ✓ The Second envelope duly sealed and super scribed “**PRICE BID AGAINST TENDER NO.** _____. This envelope shall include submission of particulars of the bidder (Section-V), price schedule (Section-VI) and Annexure-‘A’ as per requirement of specification.
- ✓ The Third big size sealed envelope for covering the sealed envelope of the EARNEST MONEY, and sealed envelope of the PRICE BID and super scribed “**BID OFFER AGAINST TENDER NO.** _____ **TO BE OPENED AT** _____ **ON** _____”.

8.3 Telegraphic quotations and also through Fax/ email will not be accepted.

9. BID VALIDITY:

Bid shall remain valid for acceptance for a period of 120 (One hundred twenty) days from the date of bid opening. DHBVNL may request for suitable extension, if required.

10. EARNEST MONEY:

10.1 Before submitting the offer the tenderer shall deposit with the Accounts Officer/EAD, DHBVNL, Hisar, an amount of Rs. _____ as Earnest Money either in cash or by crossed Bank Draft payable in the name of Accounts Officer/EAD, DHBVNL, Hisar and obtain a receipt thereof. No other mode of deposit shall be accepted.

10.2 Any tender not accompanied by a copy of the receipt for earnest money/crossed Bank Draft shall be rejected and the tender will not be opened.

10.3 In case of unsuccessful tenderers, the Earnest Money will be refundable on production of the original receipt within a fortnight after finalization of the tender. In case of successful tenderers, the Earnest Money will be converted into the Security Deposit as referred in the Clause-3 of Section-III.

10.4 Request for adjustments/proposals for acceptance of Earnest Money deposits, if any, already lying with DHBVNL in connection with some other tenders/orders shall not be entertained.

10.5 No interest shall be payable on the amount of Earnest Money deposited with DHBVNL.

10.6 DHBVNL reserves the right to forfeit Earnest Money Deposit in full or a part thereof in circumstances, which according to him indicate that the tenderer is not earnest in accepting/executing order placed under the specification.

11. COST OF SPECIFICATION:

Purchase of specification is essential for participation. The specification containing terms & conditions and other information can be obtained from the office of the _____ on any working day by paying Rs. _____/- (Non-refundable) in cash or Bank Draft payable to Accounts Officer/EAD, DHBVNL, Hisar.

12. LATE BIDS:

Any bid received after the dead line for submission shall be liable for rejection.

13. BID OPENING AND EVALUATION:

DHBVNL will open the bids in the office of _____ in the presence of bidders or their authorised representatives, who choose to be present. If the opening date happens to be a holiday, the bids will be opened on the next working day at the same place and time, unless notified otherwise.

14. REJECTION OF BID:

DHBVNL reserves the right to reject or accept any Bid without assigning any reason thereof. However, the bid as under shall not be accepted and such bids shall be rejected, if received: -

- i) Bid submitted by the tenderers/firms/agencies, who have been black listed or with whom business dealing have been suspended by any of the State Electricity Boards/Electrical Undertakings. The bidder shall have to submit an undertaking in this regard.
- ii) The offer/bid submitted by those who had not purchased the bid specification from DHBVNL.
- iii) The bid submitted by a person directly or indirectly connected with the service under Government/ Local Authority/DHBVNL.
- iv) The bid not accompanied by the specified amount of earnest money.
- v) The bid received after due date and time fixed for receiving the bid.

All out efforts would be made to make the payment within the prescribed period but in case of delay of payment DHBVNL shall not be liable to pay interest on the outstanding amount of the firm.

15. CLARIFICATION OR MODIFICATION OF BIDS:

To assist in examination, evaluation and comparison of bids, DHBVNL may ask the Bidders individually for clarification in writing. No change in the substances of the bid shall be permitted except as required to confirm the correction of any typographical error.

16. AWARD CRITERIA:

DHBVNL will award the contract for each Division and for the each activity to the successful Bidder whose Bid is determined to be substantially responsive and is determined as the lowest evaluated Bid.

Provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. DHBVNL shall be sole judge in this regard.

Further, DHBVNL reserves the right the right to award separate Contracts to two or more parties in line with the terms and conditions specified.

17. NOTIFICATION OF AWARD:

Prior to the expiration of the period of Bid validity and extended validity period, if any, DHBVNL will notify the successful bidder in writing by registered letter or by cable or Telex or Fax, to be confirmed in writing by registered letter, that its Bid has been accepted.

The issue of detailed work order and its acceptance will constitute the formation of award.

DHBVNL will promptly notify each unsuccessful Bidder and will discharge his earnest money.

18. GENERAL:

In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretations as may be advantageous to DHBVNL may be taken, if satisfactory clarification is not furnished within the prescribed period.

DHBVNL will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or delivery of bids.

DHBVNL reserves the right to amend the scope of the proposed contract, reject or accept any bid, cancel the bid process and reject all applications, vary the area. DHBVNL shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of the above actions.

SECTION –III

TERMS AND CONDITIONS OF THE CONTRACT

TERMS AND CONDITIONS OF THE CONTRACT

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Terms and conditions of the contract

The terms and conditions of the contract shall prevail and shall be binding on the firms and any change or variation expressed or impressed howsoever made shall be inoperative unless expressly approved by DHBVNL. The firm shall be deemed to have fully informed himself and to have specific knowledge of the provisions of Terms and Conditions of the contract mentioned hereunder: -

1. **PERIOD OF CONTRACT:** The contract shall be made for the _____ for a period of _____ which can be extendable for a further period of _____ with mutual consent of both parties and on the basis of performance shown by the firm. The performance of the firm shall be watched regularly and continuously by the office of the _____. The contract or the awarded work may be rescinded at any time if the performance regarding achievement of the objective and scope of work is not found satisfactory or the firm commits breach of any of the terms and conditions of the contract. No compensation shall be payable in case the contract or the work awarded is rescinded on account of non-performance/unsatisfactory performance. The DHBVNL may advise the firm for improvement in case the performance made by the agency is not considered as satisfactory or upto the mark.
2. **COMMENCEMENT OF WORK:** The commencement of the work shall take place immediately after the acceptance of the work order by the firm.
3. **SECURITY DEPOSIT:** The earnest money of the successful Bidder shall be converted into security deposit. The security deposit shall be refundable after 3 months of satisfactory completion of the contract after making recoveries, if any, under Clause-11 &12 of this Section or any amount payable by the firm under the provisions of the contract/agreement. In the event of breach of the contract or any clause of the contract, in any manner, the security deposited by the contractor shall be liable to be forfeited by the DHBVNL.
4. **RULE AND REGULATIONS:** The assigned job shall be carried out under the rules and regulations of DHBVNL in force and further guidelines/instructions issued by the DHBVNL from time to time in this regard. The DHBVNL shall also have the right to modify such instructions/guidelines and the firm shall abide by such instructions/guidelines without any extra charges unless and otherwise specifically agreed for such extra charges.
5. **COMPLIANCE OF LAW:** The firm shall, in all matters arising in the performance of the contract, comply in all respects, will give all notices and pay all fees required by the provisions of any national or state statute, ordinance or other law or any regulation or by-law of any duly constituted authority.

The contract shall in all respects be prepared and interpreted in accordance with the law in force in India including any such laws passed or made or coming into force during the period of the contract.

The firm shall be responsible for carrying out of all of its activities within the rules and laws in force. DHBVNL shall not be responsible for any of the un-lawful activity committed by the firm / the staff of audit firm. The firm shall be liable for and shall indemnify DHBVNL against all losses, expenses or claim arising in connection with any unlawful activity committed by any person employed by the firm for the purpose of assigned job.

6. **ACCIDENTS:** The firm shall be liable for and shall indemnify DHBVNL against all losses, expenses or claim arising in connection with the death or injury to any person employed by the firm for the purpose of assigned job.
7. **RESPONSIBILITY FOR RECORD/DOCUMENTS:** The firm shall be fully responsible for upkeep, maintenance and safety of the record and documents supplied by the DHBVNL and also for the record/documents generated by the firm. On completion of the contract/job the firm will return all the documents supplied to it by the DHBVNL and shall also hand over all the record/documents generated by it for the purpose of completion of the assigned work. The firm shall also be responsible to make the loss good if suffered by DHBVNL, due to act of the firm.
8. **CONDUCT OF STAFF OF FIRM:** If any of the staff of firm is found guilty of any misconduct or incompetence or negligence and then if so directed by the DHBVNL, the firm shall at once remove such employee and replace him with a qualified and competent substitute.
9. **CONTRACT AGREEMENT:** The firm and DHBVNL will enter into an agreement to be known as "Contract Agreement" setting out all terms and conditions thereof including those mentioned herewith.
10. **PAYMENT:** Completion of contractual formalities by the firm would be an essential requirement for claiming any payment. The firm shall be entitled to get payment as under: -

The payment shall be made 30th days after the acceptance of the verification report of authorised officer by the Competent Authority.

Further a rebate of 0.35 percent per week or part thereof shall be availed of by the Nigam if payment is made earlier than the period specified. The rebate will be calculated on the payable amount.

11. **COMPLETION OF WORK AND PENALTY FOR UNATTENDED PART OF WORK:**
In case of failure to complete the work as per scope of work, penalty @ 5% of the fees payable for each work shall be imposed and recovery shall be effected from the bill (s) payable to the firm or from the security deposited by the audit firm.
12. **RECOVERY OF THE LOSS SUSTAINED DUE TO FRAUD/EMBZZLEMENT/MISAPPROPRIATION OR NEGLIGENCE BY THE EMPLOYEES OF FIRM.**

In case any loss is sustained to the DHBVNL due to fraud/embezzlement/misappropriation committed by the employees of the firm which could have been detected

during the normal course of work but remains undetected, the firm shall be liable to pay the same to DHBVN.

13. **ALTERNATION/ADDITION:** No variation or modification or waiver of any of the terms and conditions or provisions of the contract shall be deemed valid unless mutually agreed upon in writing by both parties i.e. DHBVN and firm.
14. **ACCEPTANCE OF CONTRACT:** The successful bidder will be forwarded two sets of Work Order one of which will be signed on each page by the authorised signatory of Bidder in token of acceptance of contract and shall be returned to the authority placing the order within 15 days of its issue failing which the Earnest Money Deposit shall be liable to be forfeited.
15. **FALL BACK ARRANGEMENTS:** In the event of the failure of the firm to fulfill its obligations, duties and responsibilities as per the contract, DHBVN shall have the right at any time to resort to fall back arrangement. Under this plan, DHBVN shall take charge of all facilities and systems whether in operation or under execution, after giving suitable notice and can recover from the security deposit the losses suffered due to such failure. If the security deposit is un-sufficient, the firm shall have to pay the difference to DHBVN failing which DHBVN will have the right to recover the same through legal or other means. In such circumstances the DHBVN after taking the charge as above, shall have the right to manage the system itself or through any other firm as it may deem fit and no claim of firm for compensation in this respect shall be entertained.
16. **HANDING OVER ON TERMINATION:** Immediately after termination of the contract agreement the firm will cooperate in handing over back all the facilities and record in good working order to DHBVN. Upon termination of the contract/agreement, the authority of the Agency to act as Agent of DHBVN in the area shall immediately cease.
17. **GOVERNING LAW AND JURISDICTION:** The agreement shall be governed under Indian law. Only appropriate courts in Hisar shall have exclusive court jurisdiction to deal with any matter arising out of or relating to the agreement or otherwise.
18. **LIEN:** In case of any lien or claim pertaining to the work and responsibility of the firm for which DHBVN might have been made liable, the DHBVN shall have the right to recover such claim amount from the firm.
19. **CORRUPT OR FRAUDULENT PRACTICES**

The Nigam requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Nigam contracts. In pursuance of this policy, the Nigam:-

- (a) defines, for the purposes of this provision, the terms set forth as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution: and

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Nigam, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive the Nigam of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Nigam contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Nigam contract.

20. PATENT RIGHTS

The supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser’s country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

21. SETTLEMENT OF DISPUTES

If any dispute or difference of any kind whatsoever will arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of the matter may be commenced unless such notice is given.

22. ARBITRATION

All matter questions, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to the Contract whether or not

obligations of either or both parties under the contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the arbitration which shall be conducted by three arbitrators, one each to be nominated by the supplier/contractor and the Nigam **(arbitrator to be approved by the M.D. DHBVN or authority of the Nigam authorised for the purpose by the Nigam)** and the third to be named by the president of the institution of the Engineers, India. If either of the parties fails to appoint its arbitrator within **thirty (30) days** after receipt of a notice from the other party invoking the arbitration clause, the president of the institution of Engineers, India, shall have the power at the request of either of the parties, to appoint the arbitrator. A certified copy of the order of the institution of Engineers (India) making such an appointment will be furnished to each of the parties.

The decision of the majority of the arbitrators shall be final and binding upon the parties. The parties to the contract agree that the cost of arbitration shall be as per instructions of the Nigam issued/prevalent on the date of appointment of arbitral tribunal. The arbitrators may, from time to time, with the consent of the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Engineer in consonance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Engineer for the purpose of obtaining the said decision.

The objection that the Arbitrator has to deal with the matters to which the Contract relates in the course of his duties or he has expressed his views on any or all of the matters in dispute of difference, shall not be considered as a valid-objection.

Subject to aforementioned provisions, the provisions of the Arbitration and conciliation Act, 1996 and the Rules thereunder any statutory modifications thereof for the time being in force, shall be deemed to apply to the Arbitration proceedings under the clause.

Where the value of the Contract is Rs. One Crore and below, the disputes or differences arising will be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Institution of Engineers (India).

Notwithstanding any reference to arbitration herein,

- (a) The parties will continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser will pay the Supplier any monies due to the Supplier.

23. BLACKLISTING OF THE FIRMS:

As the purchase order becomes a valid contract between the purchaser and supplier on the date of its issue, no further changes in the terms and conditions thereof are permissible and any request received in this regard from the supplier should be summarily rejected, making it clear to supply the goods strictly in accordance with the terms and conditions of the contract. It should be noted that such a liability can be enforced on the supplier only if the purchase order does not contain any term or condition contrary to what had been quoted in the supplier's tender. Once this is ensured, any attempt by the supplier to back out of his commitment should be taken a serious and his earnest money deposited be forfeited forthwith, without prejudice to any further legal remedies open to the Nigam under the relevant laws. Where necessary, the case of supplier illegally backing out of the commitment, should also be put up to the Whole Time Directors for consideration and to decide for black-listing of the firm and damages, if any, to be recovered.

Place :

Signature of the Supplier

Date :

SECTION - V

PARTICULARS OF THE BIDDER

PARTICULARS OF THE BIDDER

1.	Name of the firm	
2.	Postal address.	
3.	Telephone No.	
4.	Fax No.	
5.	Email.	
6.	Type of organization: (Tick ✓)	
		<input type="checkbox"/> Sole proprietorship
		<input type="checkbox"/> Partnership
		<input type="checkbox"/> Joint Venture
7.	Date of commencement of business.	
8.	Name of proprietor / Partners / Directors and their detail Bio-data.	Page _____ to _____ page
9.	Details of offices other than H.O./Controlling office and other infrastructure available.	Page _____ to _____ page
10.	Detailed organizational structure with background of key personnel.	Page _____ to _____ page
11.	Type of service being offered.	Page _____ to _____ page
12.	List of clients' alongwith their addresses and contact telephone. Fax Nos. and type of services offered and/or being offered to them. a) Electricity Companies/ Board. b) Others.	Page _____ to _____ page Page _____ to _____ page
13.	Details of Empanelment accreditation Electricity Board/Companies/other Client alongwith empanelment/ accreditation letter.	Page _____ to _____ page
14.	Balance sheet and P&L Accounts of past 3 financial years.	Page _____ to _____ page

ANNEXURE 'A' TO SCHEDULE 'D'
SPECIFICATIONS

Note: Advance sample strictly in accordance with the above specifications

Submitted (delete if not applicable).

Signature of the Supplier.

ANNEXURE 'B' TO SCHEDULE 'D'

SCHEDULE OF DELIVERIES

(At least 20 days advance intimation shall be given by the supplier to each consignee before the despatch of the material failing which demurrage/wharfage charges will be to the account of the supplier).

Sr. No.	Name of item	Specification	Name of consignee	Delivery

Name & Full Address of Tenderer

Place:

Date:

NIT No. _____

SCHEDULE 'E'

(Referred to in Regulation 13)

DAKSHIN HARYANA BIJLI VITRAN NIGAM

No.

Date

PURCHASE ORDER

Acceptance of Offer/Tender

From

To

_____ (Name of the firm)

Dear Sir,

Your Offer/Tender contained in your quotation No. _____
dated _____

As further modified by your letter No. _____

Dated _____, in response to our N.I.T. issued under our
No. _____ dated _____ is hereby accepted and a
contract has come into force in terms thereof.

Please supply within _____

From the date of issue of this order, the following material by goods/passenger train to the
_____ as per the schedule
of delivery contained in Annexure 'B' to the terms and conditions of the contract.

The duly receipted and the bill of cost in triplicate may please be sent to the FA
& CAO/MM direct under advice to this office for necessary action and payment.

S. No.	Description of material	Name of the item	Specifi-cations	Quantity	Rate	FOR destination Ex-Works etc.	Total amount

For & on behalf of the Purchaser.
(Signature) _____

Name & Designation of
Purchasing Authority

SCHEDULE – F

(Referred to in regulation 9)

DAKSHIN HARYANA BIJLI VITRAN NIGAM

TENDER OPENED BY

Name	Designation	Initials
1.		
2.		
3.		
4.		
5.		

COMPARATIVE STATEMENT

Name	Designation	Date	Initials
_____ Computed by			

Checked by

Approved by

Pre-audited by A.O/Pre-audit

DETAILS OF PREVIOUS ORDER PLACED

Name of Supplier	Total Quantity Ordered.
1.	
2.	
3.	

DETAILS OF STATEMENT TO BE FURNISHED BY SPS

1. Statement of documents supplied.
2. Statement of Commercial terms & conditions.
3. Statement of GTP/Technical specification.
4. Merit-cum-comparative Statement (Part-II).



DAKSHIN HARYANA BIJLI VITRAN NIGAM

Statement of document for procurement of -

against TE No.

Sr. No.	Description of document	Name of firm					

Statement of commercial terms & conditions for procurement of -

against TE No.

Sr.No.	Description of commercial terms & conditions	Comml. Terms & conditions as per NIT	Name of firm					

Statement of GTP/Technical specification for procurement of -

against TE No.

Sr.No.	Description of GTP/Technical specification	GTP/Technical specification as per NIT	Name of firm					

Merit-cum-comparative statement (Part-II) for procurement of -

against TE No.

Sr.No.	Particulars	Rates as per previous purchases	Name of firm					

Description of _____

Item _____

Qty.

Unit.

Freight	Insurance	Other Items	Equivalent price	Offer firm (-) Variable (v)	Price ranking as per equivalent price	Total quantity offered	Delivery schedule	Purchase officers comments on deviations in specifications if any, and orders of the Committee of C.E.s thereon

SCHEDULE –G

(Referred to in Regulation)

DAKSHIN HARYANA BIJLI VITRAN NIGAM

SUPPLIER 'S RATING CARD

Name of the Supplier _____

P.O.No. and date _____

Description of item _____

Quantity ordered _____

Rate _____

Period of delivery stipulated in the P.O. from _____

To _____

Quantity due		Quantity offered		Quantity Accepted	Qty. rating	Quality rating	Average rating	Remarks
Date	Qty.	Date	Qty.					
1.	2.	3.	4.	5.	6.	7.	8.	9.

Note: If on any stipulated date of delivery, the quantity offered is less than the Quantity due, the difference will be deducted from the next installment of supply before calculating quantity rating in respect of that installment.

SCHEDULE – H

Format for Bid Opening Minutes

1. Name of work :
2. Date & time of opening of tender :
3. Estimated cost of the PO :
4. No. of tenders received :
5. Earnest money :
6. Name & Designation of DHBVNL Officers present:
7. Name of the firm's representative present :
8. Details of the tenders received and opening :

Sr. No.	Name of firm	Tendered amount	Earnest money	Remarks

9. Comments and any remarks on the tender opening register by Xen/ AO/ AE.

Signature of Xen

Note: Email of Bid Opening minutes to be submitted to next higher authority.

SCHEDULE – I
(REFERRED TO IN REGULATION 15.1.1)
BANK GUARANTEE PROFORMA

This agreement is made this _____ day of _____ (a) between _____ (b) a company registered under banking Companies Act/or any other Act to be specified, having its registered office at _____ (c) called the guarantor which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns of the first part M/s _____ (d) a Company/firm registered under the companies Act 1956/ partnership firm/proprietorship firm having its registered office at _____ (e) (hereinafter called the suppliers which expressions shall unless repugnant to the context or meaning thereof, include its successors and assigns) of the second part at the DHBVNL, a body corporate under company Act 1956 (hereinafter called the purchaser, which expressions shall unless repugnant to the context or meaning thereof, include its successors and assigns) of the third part.

Whereas the supplier has interalia agreed with the purchaser to supply the purchaser _____ (f) on the terms and conditions contained in the contract No. _____ dated _____ -- (g) placed by the purchaser on the suppliers and accepted by the suppliers.

And whereas under clause _____ (h) of the said contract, the supplier is required to furnish a bank guarantee for a sum of Rs. _____ (i) being the _____ (j) value of all the consignments of the above material on account of retention money, which but for this guarantee value be withheld by the purchaser till such time that the material is received in good condition and in accordance with the specification of the same to guarantee the payment of the retention money on bills submitted against supply of material/repair of equipment on order from time to time upto a maximum amount of the sum Rs. _____ (k).

And whereas at the request of the supplier the purchaser has agreed not to retain _____ (l) of the contract price of all the consignments and in lieu thereof to accept Bank Guarantee from the Guarantor for the due performance of the said contract by the said supplier on the terms and conditions herein contained. Now this deed, therefore, witnesseth and it is hereby agreed by and between the parties hereto as follows:-

The Guarantor hereby guarantees to the purchaser the quality, workmanship and design of all the consignments of _____ (m) in accordance with the prescribed specifications and the terms of the said contract and agrees to indemnify and keep indemnified the said purchaser to the extent of Rs. _____ (n) in the aggregate against all losses, damages, costs, charges and expenses which maybe suffered or incurred by the purchaser on account of any defect in the material supplied or on account of any breach on the part of said supplier or any of the terms and conditions of the said contract in the supply/repair of the consignments. The guarantor further agrees the said



purchaser shall be the sole judge whether the supply/repairs have been made according to the prescribed specifications, design and workmanship as laid down in the said contract and the supplier had committed breach or breaches of any of the terms and conditions of the said contract and the extent of loss/damage, cost, charges, I or expenses suffered or incurred by the purchaser on account thereof and the guarantor shall immediately on receipt of any claim or claims from the said purchaser pay to the extent of the amount specified above “without demur or objection”.

The guarantor further agrees that this guarantee shall remain in full force and effect for _____(o) months from the date of dispatch of material by the said supplier under the said contract i.e. upto _____(p)

The guarantor also agrees and undertakes not to revoke this guarantee before the same is discharged as aforesaid except with the previous consent of the said purchaser in writing.

The guarantor here by further agrees that the said purchaser shall have the full liberty without effecting in any manner the obligation of the guarantor hereunder with or without the consent of the guarantor to vary any of the terms of the said contract or to extend time for performance of the said contract by the supplier from time to time or to postpone for any time or from time to time any of the power exercisable by the purchaser against the said supplier and either to forbear or enforce any of the terms or conditions relating to the said contract and the guarantor shall not be relieved from his liability by reasons of any variation or any extension being granted to the said supplier or for any forbearance, act or omission on the part of the said supplier or any indulgence by the said purchaser to the said supplier or any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the guarantor. Nor shall it be necessary for the said purchaser to sue the said supplier before suing the said guarantor for the amount/damages due under the deed of guarantee.

In witness whereof the parties hereto put their respective hands on the day and the year first above mentioned.

- 1. Witness
- 2. Witness

Signature of the Guarantor

- 1. Witness
- 2. Witness

Signature of the Supplier

- 1. Witness
- 2. Witness

Signature of the
EIC/MM
For & on behalf of the
DHBVNL

Note :-

1. Date of execution of Bank Guarantee.
2. Name of Bank
3. Complete address of the Bank.
4. Name of the supplier
5. Permanent address of the firm
6. Quantity and description of material
7. PO No. and date
8. Payment clause
9. Amount of Bank Guarantee
10. %age of the contract price
11. Amount of Bank Guarantee should be both in figure and words
12. Name of the material
13. Bank guarantee amount
14. Number of months
15. Date of validity

List 'Y'**Items of Material/Equipment /T&P to be purchased by CE/MM, DHBVNL, Hisar.**

- A). 33 kV New Sub-Stations & Augmentation of existing Sub-Stations.
- 1 Power Transformer of all rating & sizes.
 - 2 All items or controlling equipment & switchgear for 33 kV Sub-Stations (CTs, PTs, NCTs, 11 kV OCB, 33 kV OCB, 33 kV C&R Panels.
 - 3 Measuring equipment like feeder meter energy meter.
 - 4 Power cables & control cables of all sizes.
 - 5 G.I Wire, GSS Wire , Catenary Wire & Barbed Wire.
 - 6 Isolators & L&E Switches.
- B) 33 kV/11 kV/LT Lines, LD System & Misc. items.
1. PCC Poles of all sizes & M.S rails.
 2. ACSR/ALL aluminium conductors of all sizes including ACSR Conductor required for 33 kV sub-station & lines Accessories for ACSR Conductor.
 3. Earthwire/ catenary wire, stay wire, GI wire, barbed wire.
 4. All Types of HT /LT Power Cables.
 5. Distribution transformers of all rating.
 6. Vehicles.
 7. Rotary sub-standard meter.
 8. LT OCB.
 9. LT Capacitors.
 10. Energy meters (single phase, three phase, LT/HT/ Trivector.
 11. Steel for operation administration.
 12. Cement for all works excluding projects.
 13. Transformer oil for workshop & Mtc. works.
 14. Any other item (directed by the Board from time to time such as computers, photocopies and cyclostyling machines.

Conveyed vide FA/HQ memo No. FA/HQ/Ch-49/FIN-333/Vol-III dated 28.8.06 duly approved by Board of Directors of DHBVN in its meeting held on 27.7.2006.

List –‘A’

List of Material/Equipment/T&P to be Purchased by Field offices.

- 1) Accessories for Conductors (all sizes) like Clamps, Connectors, fittings (Tension/Suspension)
- 2) Disc Insulator, Pin insulator, Post insulator, LT Shackle insulator, Egg insulator, fitting for disc insulator, G.i. pins for pin insulators.
- 3) Office Furniture & equipment such as Exhaust Fan, Ceiling Fan, Steel Almirahs etc.
- 4) Ropes (Manila, Sisal/Polypropylenes).
- 5) Tee & Straight Joints for PVC Cables, Clamps and Connectors.
- 6) Cable Jointing Equipment and material including compound, Boxes etc.
- 7) Fuse Wire.
- 8) Street Light Lamps, tubes, and its fittings.
- 9) Welding and soldering Equipment/material.
- 10) Insulating tapes (all types), cotton tape.
- 11) Tentage Equipment.
- 12) Tyre, tubes and batteries for vehicles.
- 13) Plates (danger, No. phase, anchor etc.)
- 14) Thimbles, washers, lugs (brass, copper) of all sizes.
- 15) Dry Battery Cells/Torch Cells and batteries.
- 16) Binding wires.
- 17) Breathers.
- 18) Silica Gel.
- 19) Sleeves (all Types)
- 20) Sheets (backlite, acrylic, Resin/Cork).
- 21) Flexible Wire, Switches and other internal wire fittings.
- 22) Solvents, Chemicals & Charcoal.
- 23) Drill Bits.

- 24) Guard Reels and Earth Reels.
- 25) Hexa Blades.
- 26) Aluminium Paints/ Red Oxide paint/and brushes.
- 27) Parallel Connectors.
- 28) Salt.
- 29) Cotton Wastes.
- 30) Wooden Boards and Screws.
- 31) Soaps and other detergents.
- 32) Petrol.
- 33) Diesel Oil.
- 34) Kerosene Oil.
- 35) Lubricants.
- 36) Spares of Vehicles.
- 37) M.S Nuts & Bolts.
- 38) Cut-outs (Porcelain)/LT Switch.
- 39) Fluxite
- 40) Grinding Wheels.
- 41) Glass (Welding)
- 42) Ripe (conduct)
- 43) Paper (Graft, Grape & Energy)
- 44) Spare Parts (Machinery/ Switchgear, Energy Meters, Transformers
- 45) Sockets and Studs.
- 46) Turn Buckles.
- 47) Welding Electrodes
- 48) Testing Equipment
- 49) First-aid Boxes and Medicines
- 50) Insulating Beads

-
- 51) Neutral Links.
 - 52) Rubber & PVC Tee.
 - 53) All T&P Articles
 - 54) Telephone Spares & Telephone Sets.
 - 55) Tin Shades For Cut –out Wooden Boards.
 - 56) Mollasses
 - 57) G. I. Pipe.
 - 58) Grease.
 - 59) Press Paper Tube.
 - 60) Porcelain Cut- out / Kit-Kat
 - 61) Pumps And Motors for Sub-Station.
 - 62) Spares Relays, Where augmentation works required.
 - 63) Wire Netings.
 - 64) 11 kV C.Ts/PTs
 - 65) Sub- Station Hard –ware Fittings.
 - 66) Steel Sections.
 - 67) Livery Cloth.
 - 68) Testing Equipment.
 - 69) Sealing pliers.
 - 70) Fire Fighting Equipment.
 - 71) Oil Testing Sets.
 - 72) Linesman T&P Kits.
 - 73) Wire Clips.
 - 74) Sand & Bricks.
 - 75) Asbestos Seats.
 - 76) Lightening Arrestors.
 - 77) Battery & Battery charger.

- 78) HTP equipment.
- 79) LT Distribution Board.
- 80) Oil filtration & dehydration Sets
- 81) Forms & Stationery.
- 82) Metering CTs, PTs.
- 83) Testing benches.

Conveyed vide FA/HQ memo No. FA/HQ/Ch-49/FIN-333/Vol-III dated 28.8.06 duly approved by Board of Directors of DHBVN in its meeting held on 27.7.2006.

**DELEGATION OF POWERS FOR PROCUREMENT OF
MATERIAL/WORKS CONTRACT**

4(a)	To purchase material/equipment/T&P for capital works subject to the ceiling of budget provision of the year.				Updated o/o & Date
		Open Tenders	Limited Tenders	Purchase from proprietary Concerns/Govt. Agencies	FA/HQ/Office Order No. 107/ FA/HQ/ Fin-333 dated 17.4.2006 & o/o No.117/FA/ HQ/ FIN-333 dt. 21.7.2006 & No. 124 dt. 11.10.2006.
	Xens	15 lacs	—	—	
	S.Es.	30 lacs	—	(through Circle Purchase Committee)	
	SPC	50 lacs	15 lacs	—	
	WTDs		50 lacs	50 lacs	
	SHPPC	Above	Above	Above	
		50 lacs	50 lacs	50 lacs	
4(b) As per DOP	To purchase material/equipment/ T&P Against specific works (The said powers shall be exercised for 'Operation & Mtc. Works subject to the existing ceiling limit of Rs.50 lacs to Rs.1 crore)		SE in Op/Const / M&P Through Circle Purchase Committee	(i) Up to Rs.5 lacs in each case with an annual ceiling of total purchase effected by SE at Rs.50 lacs. (ii) Up to Rs. 10 Lacs in each case with CE concerned, after prior approval of the calling press tenders/limited enquiries from the firms to be got approved from CE with an annual ceiling of Rs.1 Crore.	
<p>Subject to the condition as laid down below:-</p> <p>i) The S.E's will not purchase any item without obtaining non-availability certificate from COS. Purchase cases in the Circle office should be processed by the Circle Purchase Committee comprising of the SE, XEN of nearest Central Store and an Accounts Officer, available at the nearest place.</p> <p>ii) The SE can effect purchases either by press tenders or by limited enquiries. The name of the firms in the latter case shall have to be approved by the CE.</p> <p>iii) No purchases will be effected by these officers either through Spot Purchases or by going to Delhi etc. <u>Such purchases will only be effected in emergency, which is to be certified by the SE concerned.</u></p> <p>iv) All the purchases in the Circle will be subject to an over all limit of Rs. 50 lacs per annum.</p> <p>v) All the purchases to be made by the S.Es should be processed and decided through the respective circle level purchase committees. Other conditions will remain un-changed as provided in the existing delegation of powers.</p> <p>vi) All the purchases would be subject to the conditions that funds are specifically available for the purpose in the Budget.</p>					
Sr. No.	Nature of power	Powers Delegated			Updated o/o & Date
4(c)	To approve rate contract for purchase of metering equipment/T&P etc. for specific period for use on works	SPC- Full Power			FA/HQ Office Order No.114/FA/HQ/FIN-333 dt.16.6.2006 & O/o No.117 dt. 21.7.2006 & Approval of BOD, conveyed vide CS/Advice/ BOD/ 1538 dt. 12.7.2006 & O/o No.117 dt.21.7.06.
Subject to the condition that:-					
(i) Office of CE/MM will issue press tender for the items for which rate contract is to be fixed.					
(ii) The rates of items shall be fixed for a financial year or specified period and the indents will be placed by respective SE's/Xen for procurement as per requirement from time to time within their financial powers.					

	Nature of Power	WTD	CE	SE	XEN	AE/ AEE	Updated o/o & Date
4(d)	To undertake pilot projects in any area of functioning of DHBVN	1 crore & full power to BOD's	30 Lacs with the approval of WTD's & also by HOD's	15 Lacs with the approval of WTD's	—	—	FA/HQ Office order No. 116/FA/HQ/Fin-333 dt. 18.7.2006.

4.1	To purchase item of steel against specific works Const. Organization.	S.Es/Const.	Up to Rs. 5 lacs per month
To be purchased from the main producers i.e. M/s RASTRIYA ISPAT, TISCO, IISCO and SAIL etc. at lowest rates. In case, these firms are unable to supply the required steel section, the same will be procured from the open market as per purchase regulations.			

4.2	(i) Emergency Purchases	(i) Committee of Xen. & AE/AEE (ii) Committee of Xen. & AE/AEE with prior approval of S.E. (iii) Committee of XEN&AE/AEE with prior approval of SE for purchase of 11KV CTs, NCTs for XLPE cables and other matching material i.e.Relays, Battery cells & Battery Charger.	Rs. 10,000/- (for each item) By hand quotations. Rs.15,000/- (for each item) By hand quotations. Rs. 40,000/- (in each case at one occasion) By hand quotations.
	(ii) For propriety item from original manufacturers.	S.Es	(i) Rs. 1 Lac (ii) Rs. 5 Lacs with the approval of concerned CE.

1)	In case of emergency purchases, the following certificates should be recorded in writing on each purchase under full signature of Committee Members.
a)	Reason with caused the emergency.
b)	Steps taken to avoid emergency together with the reason due to which these steps did not succeed.
c)	Steps taken to avoid such emergency in future.
2)	In case material is to be purchased on DGS&D rate contract, approval of the next Higher Authority will be obtained.
3)	Emergencies to be certified by XEN.
4)	The purchase should be made at competitive & economical rates.
5)	The purchases will be within the sanctioned budget provision.

4.3	Purchase of matching material to complete the works.	Committee of Xen & AE/AEE with prior approval of S.E.	Rs.25,000/- (for each item) By hand quotations
4.3.1	Causal requirements (petty Purchases)	XEN in charge AE/AEE in charge	Rs. 2500/- per item Rs. 1000/- per item

For purchase of material without calling formal quotation, but a certificate be recorded that material had been purchased at competitive rates (after ascertaining the rates informally).			
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5 As per DOP	To purchase material for civil works other than cement and steel against specific works.	C.Es. S.Es. XENs. AEs/AEEs	Rs.5 lacs in each item against sanctioned estimates. Rs.2 lacs in each item against sanctioned estimates. Rs.50000/- in each item against sanctioned estimate. Rs.5000/- in each item against sanctioned estimate.
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These powers will be exercised by field officers as per list S subject to the condition that:-

- 1) Prior approval of the higher authority is obtained, if a tender other than lowest except on ground of the technical suitability is accepted.
- 2) Purchase is not excess of the provision made in the sanction estimate.
- 3) For purchase of material on urgent requirement from market without formal quotation, a certificate should be given that the material has been purchased at competitive rates after ascertaining the rates orally.

The purchase will be restricted to the following limits:-
 Xen Rs.2000/-at one time
 AE/AEE Rs.1000/- at one time.

5.1	To purchase Bricks at control rate against specific works.	XENs	Full powers
5.2	To purchase material and spare parts of equipment & machinery for running & Mtc. of workshop and manufacturing process. a) All items b) Emergency requirement any item	CE(MM) I/C/Workshops SE/Incharge (Workshop) Committee of Xen/Workshop & AE/AEE Under workshop Organization.	Rs 5 Lacs each item. Rs.50,000/- each item. (through limited tenders) Rs.10000/-each item with prior approval of SE incharge (Workshops.)

The purchase shall be made as per Procurement Manual and within the provision of sanctioned estimate and budget.

- 1) These powers will be exercised in case of emergency/urgent requirement after calling spot quotations, at competitive rates.
- 2) Emergency to be defined in detail for all purchases.
- 3) The total purchase under these powers will be exercised upto a ceiling of Rs.2 Lacs per annum for T&S division as a whole.

DOP Sr. No.	Nature of Power	WTD	SPC	CPC	XEN	AE/AEE	Updated o/o & Date
7	To approve allotment of work order for execution of works by contract/ nigram's workshop including works on turnkey projects	Full Power	1 Crore	50 lacs	15 lacs	----	FA/HQ o/o No. 116/FA/HQ/FIN-333 dt.18.7.2006, memo
		Subject to the condition that:-				No.FA/ HQ/FIN-333/Ch-32 dt.20.7.2006.	
		1. Press tenders for the works above five lacs will be invited.					
		2. The estimated cost of works/ turnkey projects/rate shall be calculated by the office of CE/PD&C on quarterly basis duly approved by the committee of CE/PD&C, SE planning and FA/MM.					
		3. In case the lowest quoted rates (L-1) are higher than 10% of the estimated cost the case should be put up to the next higher authority for decision.					
		4. The approval of next higher authority would be obtained if a tender other than the lowest is to be accepted and in such cases, the reasons would be recorded in details.					

FA/HQ Office Order No.118/FA/HQ/FIN-333 dt.17.8.2006 & subsequent o/o No. 123 dt.11.10.2006.

In suppression of existing instruction with regard to exercising of financial powers by WTD's of the Nigam, DHBVN is pleased to decide that power entrusted to WTD's of the Nigam shall also be exercised by the respective Chief Engineer's.

FA/HQ Office Order No. 121 dated 21.8.2006

Sr. No. of DOP	Nature of Power	Revised DOP
39	To sanction expenditure for the purchase of printed forms, Register and printing and stationery forms.	CE/MM Full Power HODs/Manager/PR Rs. 1.00 Lac

SE/Admn. Office Order No.180 dt.16.10.2006.

Dakshin Haryana Bijli Vitran Nigam is pleased to constitute a committee consisting the following officers for deciding pre-qualification criteria for preparing bid documents for the jobs/works for various level of tendering and power for fair competition:-

1	Chief Engineer/PD&C DHBVN, Hisar	Chairman
2	Superintending Engineer/Design, DHBVN, Hisar	Member
3	F.A.(HQ), DHBVN, Hisar	Member
4	Xen/Planning, DHBVN, Hisar	Member Secretary

Sr. No.	Nature of Power	To whom delegated	Delegation in	Remarks	Updated o/o & Date
60.	To accept tender for the execution of civil works by contract	C.E.s S.E.s Xens	Full Power Upto Rs.2 crore Upto Rs.50 lacs	<p>Subject to the condition that tendered rates are not more than 20% above the prevalent Boards, Haryana schedule or rates including admissible premium in each case.</p> <p>Rs. 2 Crore when the tendered rates are not more than 15% over sanctioned estimates cost/HSR plus sanctioned premium and non schedule items do not exceed 15% of the estimated cost. In case of works other than civil work, the tendered amount will not exceed 10% of the estimated cost/ Nigam's current of Scheduled rates including admissible premium.</p> <p>Subject to the condition :-</p> <p>a) that the approval of next higher authority is obtained a tender other than the lowest is to be accepted and also if single tender to be accepted.</p> <p>b) Tender rates are not more than 15% above those contained in the Haryana schedule of rates including admissible premium or in the works other than civil works the tendered amount shall not exceed 10% of the estimated cost which shall be based on latest award of work by any of Govt. Deptt. of Haryana.</p>	FA/Hq. o/o No. 132 date 8.12.06

Pre-Qualification criteria for turnkey works at Head Office P&D level for tenders

(a) 33 kv Sub Stations

(i) Technical Criteria:

- 1) The bidder should have executed at least 5 sub stations or switch yard of 33 KV class or above on turnkey basis during the last 7 years as on the date of bid opening and which must be in satisfactory operation for at least two (2) years as on the date of bid opening for which performance certificate is to be submitted.
- 2) The bidder should have the valid license for 33 KV works & above from the Chief Electrical Inspector of any state in India.

(ii) Financial criteria:

Average annual financial turnover during the best 3 years out of last five financial years ending 31st March of the previous financial year should be at least 150% of the estimated cost of package.

(b) 33 KV Lines:

(i) Technical Criteria:

- 1) The bidder should have constructed on turnkey basis and commissioned transmission lines/ feeders of aggregate route length of 200 km 11 KV class or 25 km line of 33 KV class or above for which performance certificate is to be submitted.
- 2) The bidder should have the valid license for 33 KV works & above from the Chief Electrical Inspector of any State in India.

(ii) Financial criteria:

Average annual financial turnover during the best 3 years out of last five financial years ending 31st March of the previous financial year should be at least 150% of the estimated cost of package.

(c) 11 KV Works (HVDS, System improvement, segregation of tubewell load from rural domestic, normal development under state plan, RGGVY, Bifurcation/trifurcation of 11KV feeders, Replacement of worn out 11 KV conductor, Rashtriya Sam Vikas Yojna)

(i) Technical Criteria:

- 1) The bidder should have constructed on turnkey basis and commissioned transmission lines/ feeders or aggregate route length of 200 km line of 11 KV class or above for which performance certificate is to be submitted.
- 2) The bidder should have the valid license for 11 KV works & above from the Chief Electrical Inspector of any State in India.

(ii) Financial criteria:

Average annual financial turnover during the best 3 years out of last five financial years ending 31st March of the previous financial year should be at least 100% of the estimated cost of package.

For Bidders to qualify for more than one package, the financial criteria shall be the sum of financial criteria of the number of packages, they propose to qualify.

Pre-Qualification criteria for turnkey works at Circle level for tenders below Rs. 2 Crores

(a) For works of 33 kV Sub Stations:

(i) Technical Criteria:

- 1) The bidder should have executed at least 2 sub stations or switch yard of 33 KV class or above on turnkey basis during the last 7 years as on the date of bid opening and which must be in satisfactory operation for at least two (2) years as on the date of bid opening for which performance certificate is to be submitted.
- 2) The bidder should have the valid license for 33 KV works & above from the Chief Electrical Inspector of any state in India.

(ii) Financial Criteria:

Average annual financial turnover during the best 3 years out of last five financial years ending 31st March of the previous financial year should be at least 150% of the estimated cost of package.

(b) For works of 33 kV Lines:

(i) Technical Criteria:

- 1) The bidder should have constructed on turnkey basis and commissioned transmission lines/ feeders of aggregate route length of 50 km 11 KV class or 10 km line of 33 KV class or above for which performance certificate is to be submitted.
- 2) The bidder should have the valid license for 33 KV works & above from the Chief Electrical Inspector of any State in India.

(ii) Financial Criteria:

Average annual financial turnover during the best 3 years out of last five financial years ending 31st March of the previous financial year should be at least 150% of the estimated cost of package.

(c) 11 KV Works (HVDS, System improvement, segregation of tubewell load from rural domestic, normal development under state plan, RGGVY, Bifurcation/ trifurcation of 11KV feeders, Replacement of worn out 11 KV conductor, Rashtriya Sam Vikas Yojna)

(i) Technical Criteria:

- 1) The bidder should have constructed on turnkey basis and commissioned transmission lines/ feeders or aggregate route length of 50 km line of 11 KV class or above for which performance certificate is to be submitted.
- 2) The bidder should have the valid license for 11 KV works & above from the Chief Electrical Inspector of any State in India.

(ii) Financial Criteria:

Average annual financial turnover during the best 3 years out of last five financial years ending 31st March of the previous financial year should be at least 50% of the estimated cost of package.

(d) LT Line

(i) Technical Criteria:

- 1) The bidder should have constructed on turnkey basis and commissioned transmission lines/ feeders of aggregate route length of 25 km line of 400 V class or above for which performance certificate is to be submitted.
- 2) The bidder should have the valid license for LT works & above from the Chief Electrical Inspector of any State in India.

(ii) Financial Criteria:

Average annual financial turnover during the best 3 years out of last 5 financial years ending 31st March of the previous financial year, should be at least 50% of the estimated cost of Package.

(e) LT works (LVDS, Kutir Jyoti connections, Meter re-location etc.)

(i) Technical Criteria:

The bidder should have the valid license of wireman/technician for LT works or above class from the Chief Electrical Inspector of any State in India.

(ii) Financial Criteria:

Average annual financial turnover during the best 3 years out of last 5 financial years ending 31st March of the previous financial year, should be at least 25% of the estimated cost of Package.

For Bidders to qualify for more than one package, the financial criteria shall be the sum of financial criteria of the number of packages, they propose to qualify.