



**DAKSHIN HARYANA BIJLI VITRAN NIGAM**

**CHIEF ENGINEER / PD&C**

**VIDYUT SADAN, VIDYUT NAGAR, DHBVN, HISAR**

**PH. 01662 – 223187 FAX: 01662 – 223181**

**E-MAIL : CEPDCDHBVN@GMAIL.COM**

To

**Regd.** M/s Duhan Electrical Works  
Plot No. 9 -10, Shant Vihar,  
Behind Sun City Mall,  
Delhi Road, Hisar, Haryana.  
Email: [dew1177.hsr@gmail.com](mailto:dew1177.hsr@gmail.com)

Mobile: 9416244362

Work order no. 185 /PED-247/DDUGJY/Gurgaon Dated: 12/06/2017

**Subject:** Work Order for Supply of plant and equipment for Rural Electrification works of Gurgaon District of Haryana under Deen Dayal Upadhyaya Gram Jyoti Yojna (DDUGJY) which inter-alia includes Conversion of existing LT overhead lines to AB Cables & LT metering spread all over the district on turnkey basis under the jurisdiction of DHBVN against NIT No. TED-247/P&D/DDUGJY/GURGAON/DHBVN/2016-17. (Estimated Cost is Rs. 2.87 Cr.) Domestic Competitive Bidding. (Project Funding: Domestic).

Kindly refer to Letter of Intent issued vide this office memo No. Ch. 5/TED-247/PD&C/2016 dated 27.04.2017 vide which the work against TED-247/P&D/DDUGJY/GURGAON/DHBVN/2016-17 for Supply of material, erection, testing & commissioning of Rural Electrification works of Gurgaon District of Haryana under Deen Dayal Upadhyaya Gram Jyoti Yojna (DDUGJY) which inter-alia includes Conversion of existing LT overhead lines to AB Cables & LT metering spread all over the district on turnkey basis under the jurisdiction of DHBVN stands allotted to you at final negotiated rates accepted by you during meeting with High Powered Purchase Committee (HPPC) held on 26.04.2017. The total award cost against NIT no. TED-247/P&D/DDUGJY/GURGAON/DHBVN/2016-17 is Rs. 3,40,08,243.58/-, which consists of Supply cost amounting to Rs. 3,17,15,656.34/- and Erection cost amounting to Rs. 22,92,587.25/-.

You vide your letter Ref. no. 579 dated: 17.05.2017 has submitted the performance bank guarantee (PBG) having BG No. E33GT02171370003 dated: 17.05.2017 for Rs. 34,00,825/- (Rupees Thirty Four Lacs Eight Hundred Twenty Five only) against supply and erection of the material as required under clause 32 and 33 of I.T.B. respectively. Thus a contract has come in to force in terms thereof.

#### 1. SCOPE OF WORK

Rural Electrification works of Gurgaon District of Haryana under Deen Dayal Upadhyaya Gram Jyoti Yojna (DDUGJY) which inter-alia includes the following on turnkey basis under the jurisdiction of DHBVN:-

- Conversion of exiting LT overhead lines to AB Cable &
- LT Metering

**Note:** The engraving of word "DDUGJY" in materials viz., Poles, Transformers (All types), Cables, Energy Meter etc. and hot dip galvanization of Fabricated Steel items, Galvanization of other material i.e. MS Nuts, Bolts, Washers, Stay Set, Barbed wire etc. is mandatory requirement of REC. The Nodal officer shall ensure strict compliance of

these requirements of REC. Also, while processing payments to the Contractor, suitable documentary evidence / photographs must be asked from the Nodal Officer in support of the compliance.

**Work Program:**

Within twenty-eight (28) days after the date of Notification of Award, the Contractor shall prepare and submit to the Project Manager a detailed program of performance of the Contract (L2 Network) in the form of the Critical Path Method (CPM), the PERT Chart, or other internationally used programs and showing the sequence in which it proposes to design, manufacture, transport, assemble, install and pre-commissioning the Facilities, as well as the date by which the Contractor reasonably requires that the Employer shall have fulfilled its obligations under the Contract so as to enable the Contractor to execute the Contract in accordance with the program and to achieve Completion, Commissioning and Acceptance of the Facilities in accordance with the Contract. The program so submitted by the Contractor shall accord with the Time Schedule included in Appendix-4 (Time Schedule) to the Contract Agreement and any other dates and periods specified in the Contract. The Contractor shall update and revise the program as and when appropriate or when required by the Project Manager, but without modification in the Times for Completion under GCC Sub-Clause 4.2 and any extension granted in accordance with GCC Clause 34, and shall submit all such revisions to the Project Manager.

In the PERT chart, contractor shall highlight clearly timelines for requirement of major high value owner supplied materials.

**Detailed Site Survey:**

Mapping of route of proposed new 11 kV lines, DTR S/s and LT lines by foot survey in rural areas be performed mentioning various milestones. While surveying, existing electrical infrastructure in the locality should also be mapped. Line alignment (single line diagram) on political map with fair correctness clearly indicating the GPS coordinates, be prepared. SLD and joint foot survey report shall be approved by Project Manager and shall be used as basic document for assessment of works under the contract. On completion of work, as built Single Line Diagram (SLD) and pole wise line diagram showing pole wise materials used and pole-to-pole span should be submitted to Project Manager. These details shall be used as reference documents by Quality Inspecting officials to execute inspection works.

In case of feeder separation, existing agriculture load shall be mapped during survey. A joint report to be presented indicating location wise pumps to be fed through separate feeder. Percentage voltage regulation at farthest point on various spur sections shall be examined during survey and submitted to project manager who will take a decision for feeder separation works.

Any other detail, if required by the contractor, shall be provided by the nodal officer of the project i.e. SE/OP, DHBVN, Gurugram-I and Gurugram-II.

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

"Engineer-in-charge" i.e. Superintending Engineer/OP, DHBVN, Gurugram-I and Gurugram-II shall be the Nodal Officers for the works to be executed. He will ensure supply and erection of material against the contract strictly as per technical specifications.

The nodal officers or the authorized representatives will be directly responsible for the execution of Works, measurement and verification of bills for payments.

**3. COMPLETION SCHEDULE:**

The work shall be completed and shall have passed the tests on completion within 12 (Twelve) months after the Award of Contract (LOI).

The supply and erection of material shall be in accordance with the timelines prescribed in the PERT chart of the project.

#### 4. PRICES:-

The prices shall remain FIRM for all the equipments and installation services and no price variation shall be payable for all the components except those items (i.e. ACSR, Cables, Steel Structure) which are mentioned in Appendix-2 Price Adjustment of Sample Forms and Procedures (Volume-I : Section-VI).

The abstract of schedule of prices for Supply Part is as under:-

Sl. No.	Price Component	Amount (in Rs.)
1.	Ex-Works Supply Price component	2,97,55,062.69
2.	Transportation and Insurance Price	0.00
3.	Taxes and Duties / levies	19,60,593.65
Total for Supply Contract		3,17,15,656.34

The schedule of prices is given as under:-

Sr. No.	Description of Material	Unit	Total Quantity	Unit Ex-Works Supply Rate (in Rs.)	Total Ex-Works Supply (in Rs.)	Unit Tax Rate (in Rs.)	Total Tax Rates (in Rs.)	Total Supply Amount (in Rs.)
1	PCC Poles 9.0 m long	No.	2059	2457.56	5060122.13	322.55	664134.45	5724256.58
2	Eye screw bolt	Kg.	994.497	82.07	81613.93	4.30	4281.07	85894.99
3	Stay Set (Galvanised)	No.	710	1438.41	1021269.20	75.52	53619.16	1074888.36
4	40 mm dia., 3000 mm long GI pipe earth	Set.	71	2013.78	142978.39	105.72	7506.26	150484.65
5	Spike Earthing 20mm solid Rod	No.	426	806.39	343524.10	42.34	18036.81	361560.91
6	8 SWG GI wire, GI nuts, bolts & washers for earthing and guarding	Kg.	1065	68.00	72421.46	3.57	3799.54	76220.99
7	Suspension Clamp Assembly with Eye Hook	No.	1349	555.75	749701.12	29.18	39363.75	789064.87
8	Dead End Clamp Assembly with Eye Hook	No.	710	319.06	226534.68	16.75	11890.56	238425.24
9	Phase Indication Plates for each phase set of 3 (On H-Pole & 4 Pole)	Set.	284	71.92	20426.08	3.77	1071.83	21497.91
10	Joint kit 3c x150+ 1cx150	No.	852	2155.08	1836128.34	113.14	96397.26	1932525.60
11	LT AB Cable 3Cx95+70 mm <sup>2</sup>	Km.	74.55	260018.97	19384414.28	13651.00	1017681.83	20402096.11
12	LT PVC Cable 2C 10 mm <sup>2</sup>	Mtr.	10314	21.57	222503.05	1.13	11657.34	234160.39
13	Polycarbonate weather prof outdoor type Meter Cover Boxes (MCB) for single phase meter	No.	1719	345.22	593425.94	18.12	31153.81	624579.75
14	Dismantling of old single Phase Meter	No.	1719	0.00	0.00	0.00	0.00	0.00
<b>Total Ex-Work price and Taxes (in Rs.)</b>					29755062.69		1960593.65	31715656.34
<b>Total Ex-Work price and Taxes (in Rs.)</b>					3,17,15,656.34			

Total amount of contract is Rs. 3,17,15,656.34/- (Rupees Three Crores Seventeen Lakhs Fifteen Thousand Six Hundred Fifty Six and Thirty Four paisa only)

**5. TAXES AND DUTIES:-**

If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account any such change by addition to the Contract price or deduction therefrom, as the case may be, in accordance with GCC Clause 31 (Changes in Laws and Regulations) hereof. In the event of introduction of GST in the course of performance of contract, PIA shall examine its impact on the affected transactions under the contract in totality, for equitable adjustment in the contract price, if required. The contractor shall furnish the relevant details/documents for this purpose, as may be required by PIA.

All applicable taxes shall be regulated as per clause 10 of GCC of tender document and shall be payable by the Contractor.

**6. SET OFF & RISK PROCEDURE:-**

**i. 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.

**ii. Contractor's Default Liability**

If the Contractor fails to comply with the Time for Completion in accordance with Clause GCC 21 for the whole of the facilities, (or a part for which a separate time for completion is agreed) then the Contractor shall pay to the Employer a sum equivalent to half percent (0.5%) of the Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as a penalty, without prejudice to the Employer's other remedies under the Contract, for each week or part thereof which shall elapse between the relevant Time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of five percent (5%) of Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed). The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

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.

**7. Termination of Contractor's Default:**

If the contractor fails to achieve mutually agreed deadline (as set in mutually agreed Project Execution Plan/PERT chart) for consecutive 3 months, Employer shall issue contract termination notice giving suitable time to contractors which may be up to time agreed between employer and contractor. In case, contractor does not improve its performance as per contract

termination notice, which shall be within overall plan under mutually agreed project execution plan, employer will terminate the contract and encash performance securities.

Other terms & conditions shall be regulated as per Clause 36 of General Condition of Contracts (GCC) of bid document.

## **8. PAYMENT TERMS:-**

### **A. Advance payment (Optional):**

- i. For Ex-works Supply contract, initial interest bearing adjustable Mobilization Advance of 15% of ex-works contract cost excluding taxes and duties shall be released for all the materials in two tranches of 7.5% each, First installment of 7.5% of ex-works price component shall be released on presentation of the following:
  - a. Unconditional acceptance of the Letter of Award and signing of contract agreement by the Contractor.
  - b. Contractor's detailed invoice.
  - c. Submission and acceptance of unconditional & irrevocable part Bank Guarantees (as many number as proposed recovery installments and should be of 110% amount of each installment) in favor of employer with total amounting to 110% of total advance amount as per proforma attached with Section-VI of Vol.-I (Conditions of Contract). The said Bank Guarantees shall be initially valid upto end of ninety (90) days after the scheduled month of supply of materials and shall be extended from time to time till ninety (90) days beyond revised scheduled month of supply of materials, as may be required under the Contract.
  - d. An unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 34.1, Section ITB and as per proforma attached with Section-VI of Vol.-I (Conditions of Contract). The said bank guarantee shall be initially valid up to ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
  - e. Detailed PERT Network/Bar chart and its approval by the Employer.

The bidder must utilize first advance installment of 7.5% of ex-works supply component before requesting for second advance installment. Second installment of 7.5% shall be released on presentation of contractor's invoice and satisfactory utilization certificate supported with documentary evidences of first advance installment.

### **B. Progressive payments (Supply):**

#### **First Installment (60%):**

Sixty percent (60%) payments against various items of price schedule 1 including 100% Excise Duty, Taxes etc shall be paid on receipt and acceptance of Materials on submission of documents indicated herein under:

- a. Unconditional acceptance of the Letter of Award and signing of contract agreement by the Contractor.
- b. An unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 34.1, Section ITB and as per proforma attached with Section-VI of Vol.-I (Conditions of Contract). The said bank guarantee shall be initially valid upto ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
- c. Detailed Project Execution Plan/PERT chart and its approval by the Employer.

- d. Evidence of dispatch (R/R or receipted L/R)
- e. Contractor's detailed invoice & packing list identifying contents of each shipment.
- f. Invoice certifying payments of ED, Taxes for the direct transaction between Employer and Contractor,
- g. Copy of Certificate to the effect of payments of State/ Central taxes, duties, levies etc have been made against supply of materials through sub-vendors under the contract.
- h. Certified copy of Insurance policy/Insurance Certificate.
- i. Manufacturer's/Contractor's guarantee certificate of Quality.
- j. Material Dispatch Clearance Certificate (MDCC) / Dispatch Instructions (DI) for dispatch of materials from the manufacturer's works. MDCC/DI shall be issued by authorized officer of Employer
- k. Manufacturer's copy of challan
- l. Submission of the certificate by the Employer's representative that the item(s) have been received,
- m. Submission of certificate by Project Manager that materials have been supplied as per technical specification, scope of work & approved drawings enclosing certified copy of inspection reports and dispatch clearances.
- n. 60% of proportionate Mobilization Advance against Supply shall be adjusted while making payments of this installment. In case of delay of project, the entire mobilization advance shall get recovered from the contractor as per supply and erection contracts' works completion schedule respectively.

**Second Installment (30%):**

Thirty percent (30%) payments against various items of price schedule 1 shall be paid on following conditions:

- a. Unconditional acceptance of the Letter of Award and signing of contract agreement by the Contractor.
- b. An unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 34.1, Section ITB and as per proforma attached with Section-VI of Vol.-I (Conditions of Contract). The said bank guarantee shall be initially valid upto ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
- c. Detailed Project Execution Plan/PERT chart and its approval by the Employer.
- d. Evidence of dispatch (R/R or receipted L/R)
- e. Contractor's detailed invoice & packing list identifying contents of each shipment.
- f. Invoice certifying payments of ED, Taxes for the direct transaction between Employer and Contractor,
- g. Copy of Certificate to the effect of payments of State/ Central taxes, duties, levies etc have been made against supply of materials through sub-vendors under the contract.
- h. Certified copy of Insurance policy/Insurance Certificate.
- i. Manufacturer's/Contractor's guarantee certificate of Quality.
- j. Material Dispatch Clearance Certificate (MDCC) / Dispatch Instructions (DI) for dispatch of materials from the manufacturer's works. MDCC/DI shall be issued by authorized officer of Employer
- k. Manufacturer's copy of challan
- l. submission of the certificate on measurement book by the Project Manager that the item(s) have been received,

shall get recovered from the contractor as per supply and erection contracts' works completion schedule respectively.

### **Second Installment (30%):**

Thirty percent (30%) payments against various items of price schedule 1 shall be paid on following conditions:

- a. Unconditional acceptance of the Letter of Award and signing of contract agreement by the Contractor.
- b. An unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 34.1, Section ITB and as per proforma attached with Section-VI of Vol.-I (Conditions of Contract). The said bank guarantee shall be initially valid upto ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
- c. Detailed Project Execution Plan/PERT chart and its approval by the Employer.
- d. Evidence of dispatch (R/R or receipted L/R)
- e. Contractor's detailed invoice & packing list identifying contents of each shipment.
- f. Invoice certifying payments of ED, Taxes for the direct transaction between Employer and Contractor,
- g. Copy of Certificate to the effect of payments of State/ Central taxes, duties, levies etc have been made against supply of materials through sub-vendors under the contract.
- h. Certified copy of Insurance policy/Insurance Certificate.
- i. Manufacturer's/Contractor's guarantee certificate of Quality.
- j. Material Dispatch Clearance Certificate (MDCC) / Dispatch Instructions (DI) for dispatch of materials from the manufacturer's works. MDCC/DI shall be issued by authorized officer of Employer
- k. Manufacturer's copy of challan
- l. submission of the certificate on measurement book by the Project Manager that the item(s) have been received,
- m. Submission of certificate on measurement book by Project Manager that materials under consideration have been erected, tested and commissioned as per technical specification, scope of work & approved drawings.
- n. Test check certification on Measurement Book be recorded by officers in hierarchy with the claim as per policy. While releasing 2nd installment of 30% supply payment following adjustment shall be made:
  - i. Balance initial mobilization advance shall be adjusted. Also, up-to-date accrued interest shall also be recovered.
  - ii. In case of delay of project, the entire mobilization advance shall get recovered at this stage.

### **Third and Final Installment (10%):**

- a. The balance ten percent (10%) of payment against Supply contracts excluding Excise Duty, Taxes etc shall be reimbursable on successful supply, erection, testing and commissioning of the works in the project and issuance of Taking over Certificate by the Employer.
- b. 'Commissioning' for the purpose of payments shall mean satisfactory completion of all supplies, erection, commissioning checks and successful completion of all site tests and continuous energisation of the equipment/ materials at rated voltage as per the Contract and to the satisfaction/approval of the Employer.

- c. On submission of the certificate by the Project Manager that the item(s) have been received, erected, tested and commissioned.
- d. On certification by Project Manager for validity of an unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 34.1, Section ITB and as per proforma attached with Section-VI of Vol.-I (Conditions of Contract). The said bank guarantee shall be initially valid upto ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
- e. In case, for any reason not attributable to the contractor, the commissioning and charging of equipment/materials is delayed beyond 120 days of successful completion of final checking and testing of works, the balance 10% payment shall be released against an unconditional & irrevocable bank guarantee of equivalent amount initially valid till 6 months from the readiness of works for commissioning and charging at rated voltage, to be extended till 90 days beyond actual commissioning & taking over.

**Note:- The delivery of the material shall be regulated in accordance with the quality Assurance Plan of Nigam and as per Clause no. 44 of GCC.**

**9. INSURANCE:-**

You will insure for all the material supplied and erected by you and dismantled from the site at your cost up to taking over of 11 kV works by the Nigam as per Clause 30 of GCC (Volume-I : Section-IV) and shall furnish documentary proof to the paying authority in this regard as required from time to time.

**10. DEFECT LIABILITY:-**

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 Taking Over / Completion of Facilities as specified in the Clause 22.2 of General Conditions of Contract (Volume-I : Section-IV).

Other terms and conditions shall be regulated as per clause 22 of General Conditions of Contract (Volume-I : Section-IV) of bid document.

**11. PERFORMANCE GUARANTEE:-**

Within twenty-eight (28) days after receipt of the Notification of Award through Lol, the successful Bidder shall furnish the performance security for 10% (Ten percent) of the contract price.

Other terms & conditions shall be regulated as per Clause 34 ITB (Volume-I : Section-II) of the Bid documents.

**12. INSPECTION AND TESTING:-**

- i. The Contractor shall at its own expense carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the Plant and Equipment and any part of the Facilities as are specified in the Contract.
- ii. The Employer and the Project Manager or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that the Employer shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- iii. Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give four weeks advance notice of such test and/or inspection and of the place and time thereof to the Project Manager. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Employer and the Project Manager (or their designated representatives) to attend the test and/or inspection.



- iv. The Contractor shall provide the Project Manager with a certified report of the results of any such test and/or inspection. If the Employer or Project Manager (or their designated representatives) fails to attend the test and/or inspection, or if it is agreed between the parties that such persons shall not do so, then the Contractor may proceed with the test and/or inspection in the absence of such persons, and may provide the Project Manager with a certified report of the results thereof.
- v. The Project Manager may require the Contractor to carry out any test and/or inspection not required by the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of work on the Facilities and/or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected.
- vi. If any Plant and Equipment or any part of the Facilities fails to pass any test and/or inspection, the Contractor shall either rectify or replace such Plant and Equipment or part of the Facilities and shall repeat the test and/or inspection upon giving a notice under Sub-Clause 12 (c).
- vii. If any dispute or difference of opinion shall arise between the parties in connection with or arising out of the test and/or inspection of the Plant and Equipment or part of the Facilities that cannot be settled between the parties within a reasonable period of time, it may be referred to an Arbitrator for determination in accordance with Clause 39 of GCC (Volume-I : Section-IV).
- viii. The Contractor shall afford the Employer and the Project Manager, at the Employer's expense, access at any reasonable time to any place where the Plant and Equipment are being manufactured or the Facilities are being installed, in order to inspect the progress and the manner of manufacture or installation, provided that the Project Manager shall give the Contractor a reasonable prior notice.
- ix. The Contractor agrees that neither the execution of a test and/or inspection of Plant and Equipment or any part of the Facilities, nor the attendance by the Employer or the Project Manager, nor the issue of any test certificate pursuant to GCC Sub-Clause 12 (d), shall release the Contractor from any other responsibilities under the Contract.

**13. ERECTION CONTRACT FOR ELECTRICAL WORKS & MAINTENANCE:-**

Another contract for Erection of material / equipment on turnkey basis for execution of work against NIT No. TED-248/P&D/DDUGJY/FARIDABAD/DHBVN/2016-17 has been placed separately on you. Any breach in the Contract for erection of material/equipment for Electrical works will automatically mean breach of this contract also.

**14. TECHNICAL:-**

The contractor has to submit the list of approved vendors from where the material are required to be procured against the contract. The GTP/Drawing/MQP shall have to be approved as per technical specification of REC. Notwithstanding any errors and omission in the GTPs, the same shall conform to Technical Specification of REC/DHBVN/relevant ISS, as applicable, and be submitted afresh. You will submit all drawings and designs for approval in time as per provisions in the Technical Specifications/ Standard Bidding documents. The requirement of type test certificates shall be complied with as per technical specification. The supplier shall submit requisite GTPs, Drawings and type tests after issue of W.O/P.O., but before the material is offered for inspection.

**15. FORCE MAJEURE:**

- a. "Force Majeure" shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

- i. war, hostilities or warlike operations (whether war be declared or not), invasion, act of foreign enemy and civil war,
  - ii. rebellion, revolution, insurrection, mutiny, usurpation of government, conspiracy, riot and civil commotion,
  - iii. earthquake, landslide, volcanic activity, flood or cyclone, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster, ,
- b. 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 obligation is prevented by any circumstances of Force majeure, which arises after date of Notification of Award.
- c. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
- d. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GCC Clause 34.

#### **16. SETTLEMENT OF DISPUTES:**

- a. If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference, to the extent possible, amicably by mutual consultation.
- b. If the parties fail to resolve such a dispute or difference by mutual consultation at the execution site level, then the dispute shall be referred by the Contractor to the Project Manager, who, within a period of thirty (30) days after being requested by Contractor to do so, shall give written notice of his decision.
  - i. The decision/instruction of the Project Manager shall be deemed to have been accepted by the Contractor unless notified by the Contractor of his intention to refer the matter for Arbitration within thirty (30) days of such decision/instruction.
  - ii. In the event the Project Manager fails to notify his decision as aforesaid within thirty (30) days, the Contractor, if he intends to go for Arbitration, shall notify his intention to the Project Manager within 30 days of expiry of the first mentioned period of thirty days failing which it shall be deemed that there are no dispute or difference between the Employer and the Contractor.
- c. In case of dispute or difference between the Employer and the Contractor, if the Employer intends to go for Arbitration, he shall notify such intention to the Contractor.

#### **17. ARBITRATION:**

- a. All disputes or differences in respect of which the decision, if any, of the Project Manager and/or the Head of the Implementing Authority has not become final or binding as aforesaid shall be settled by arbitration in the manner provided herein below:
- b. The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Employer and the third to be appointed by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.
- c. The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be conducted in

accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be Hisar, Haryana.

- d. The decision of the majority of the arbitrators shall be final and binding upon the parties. 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.
- e. During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

#### **18. Work Completion:-**

Date of inspection and clearance by Chief Electrical Inspector will be considered as date of completion of works.

NOTE: - The request for CEI clearance shall be made by SDO/Operation concerned through e-mail also with copy to nodal officer as well as the work order issuing authority.

However, the handing over of assets and contract closing shall be regulated as per clause no. 43 and 45 respectively of GCC of tender document.

#### **19. QUANTITY VARIATION**

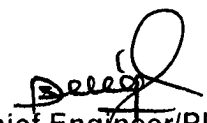
- a. The quantity of all equipment/materials given in the Price Schedules of the bidding documents are provisional. The variation in quantity shall be limited to plus/minus (+/-) twenty percent (20%) for the individual items, total variations in all items under the contract shall be limited to ten percent (10%) of the contract price. For quantity variation of the individual items beyond twenty percent (20%), the matter shall be referred to the Employer for mutually agreed rates.
- b. However, in case of highly quoted rate of individual item as compared to its estimated cost, efforts shall be made so that no positive deviation in quantity during execution shall be permitted to its award quantity. However, in case, deviations are found inevitable, present market rate analysis of the item shall be made.
- c. The Contractor shall be responsible for supply and execution of such final quantities for completion of the project and they shall be paid for such finalized quantity within plus ten percent (+) 10% overall deviation limit.

#### **20. Jurisdiction of the Court**

Hisar court shall have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

21. The nodal agency for DDUGJY project of Faridabad district is Rural Electrification Corporation (REC), thus the instructions related to the projects execution, project monitoring, quality control mechanism, coordination for web-portal updations, project closure instructions issued by the REC shall have to be followed by you.

You have agreed to all the terms and conditions as per I.T.B. and conditions of Contract and the Technical Specification i.e. Vol. I, Vol. II and Vol. III of the Bid documents of NIT no. TED-248/P&D/DDUGJY/FARIDABAD/DHBVN/2016-17. Unless there is anything repugnant or contrary to context all terms and conditions will be applicable as per I.T.B. and conditions of the Contract and Technical Specifications of tender document i.e. Vol.-I, Vol.-II and Vol.-III.

  
Chief Engineer/PD&C,  
DHBVN, Hisar.

Copy of the above is forwarded to the following for information and necessary action, please:-

1. SPS to CMD, DHBVN, Hisar for kind information of the CMD please.
2. PS to Director/Projects, DHBVN, Hisar for kind information of the Director/Projects please.
3. PS to Director/Operation, DHBVN, Hisar for kind information of the Director/Operation please.
4. CE/Operation, DHBVN, Delhi.
5. CFO, DHBVN, Hisar.
6. SE/Operation Circle, DHBVN, Faridabad.
7. Chief Auditor, DHBVN, Hisar.
8. FA&CAO/PD&C, DHBVN, Hisar.
9. AG, Haryana, Chandigarh.
10. Zonal Manager (North), REC, Bay no. 7-8, Sector-2, Panchkula.
11. M/s WAPCOS, 217, UE-II, Hisar.

This allotment carries the approval of High Powered Purchase Committee accorded in its meeting held on 26.04.2017 and issued after pre-audit from FA&CAO/P&D, DHBVN, Hisar.

  
SE/P&D,

For CE/PD&C, DHBVN, Hisar.