

APPLICATION FOR ENLISTMENT OF CONTRACTOR

1.
 - a) Name of applicant and full address
 - b) Place of Business (Head office and Branch) if any.
 - c) Telephone No/Telegraphic address.

2. Whether the firm is private or public Ltd. co. or undivided Hindu Family or Individual registered partnership firm (Attested copies of deeds or articles of Association to be enclosed).

3. Name of person holding the power of Attorney (attested copy of power attorney To be enclosed).

4. Name of partners with their respective Shares of work in the firms (Attested copy of the Partnership deed to be enclosed).

5.
 - a) Name of Bankers & full address (attach copy of solvency certificate annexure 'A')

 - b) In case of Limited liability companies, copy of last year balance sheet duly audited by the certified C.A. should be attached.

 - c) Particulars of immovable property with their fresh market value (attach certificate from Deputy Commissioner/Collector or Ist Class Magistrate.

6. Class & category in which enlistment is sought.

7. Area in which the contractor wants to work.

8. List of works executed in the last 5 years.
 - a) Name of work
 - b) Amount of work executed
 - c) Year of execution
 - d) Authority under which carried out to be shown in separate statement.

9. Resources of Contractors:-
 - a) Details of Technical staff permanently Employed, technical qualification & experience of each employee.
 - b) Details of tools, plants & machinery & transport etc.
 - c) Detail of workshop, if any with location

10. For contractors seeking enlistment as Electrical contractors:-
 - a) Whether the applicant possess a valid Electrical license (Attested copy of license is

to be attached). Whether the,
i) License is for H.V works upto 33 kV.
ii) License is for works upto 11 kV

b) Details of technical personal employed
with their qualification & experience.
(A list is to be attached)

- 11 a) Whether the applicant is already enlisted
in Haryana / Punjab/ Rajasthan/ Delhi or in
any Govt. Undertaking for carrying out
Electrical Works. If so, In which Category.
- b) Whether enlisted with any other Deptt. If
so , in which class and category , showing
amount upto which qualified to tender .
- 12 Whether the applicant is a shareholder or
partner of any firm enlisted in this Deptt.
or any other Deptt.
- 13 Whether the applicant as any or his partners
or shareholders is/are member of the Indian
parliament or any state Legislature or member
of Zila Parishad.
- 14 Was the applicant or any of his partner or
shareholders been blacklisted or removed
from the approved list of contractor passed banking
suspending business with the applicant.
- 15 Whether the contractor has read the rules for
enlistment of contractor and is prepared to abide
by them.
- 16 No Litigation, civil or criminal, is pending against the
firm / contractor or partner in any Court of Law.

Date:
Place:

Signature of the applicant &
Full name & Address.

CERTIFICATE

- 1) I/We certify that I/We will not get myself /our self registered as contractor in the DHBVN under more than one name.
- 2) I/We attach a list of those persons who are working with me/us in any capacity and who are near relatives of any officer /official in DHBVNL/HVPNL. I/We also undertake to intimate names of such persons who are employed by me/us subsequently.

(Contractors who are near relatives of Engineering officers of the grade of SE/Xen/AEE/AE/JE/Section heads, such as Head Clerk, Accountant, Head Draftsman etc. In DHBVNL will not be allowed to tender for works in the circles responsible for award and execution of contract)where there near relatives will be working. Contractors who are near relatives of Chief Engineer will not be allowed to work in the Department.

NOTE : By the term relatives is meant wife, husband, parents, Children, brother, Sisters, brother/Sister-in-law/Daughter-in-law, Uncle, First Cousin & Father-in-law.

I further certify that I am /am not a dismissed government servant & undertake not to employ directly or indirectly any person dismissed from government service in my business without the prior permission of the registering authority.

(For individuals seeking enlistment in their own name)

We further partner(s)/Director(s) is are not dismissed government servant & we undertake not to employ directly or indirectly any person dismissed from government service in our business without the prior permission of the registering authority.

(The in-applicable certificate may be deleted according to & individual or a limited company or a partnership firm is seeking enlistment)

I/We agree to notify the officer accepting this application & registering my/our names on the DHBVNL list of electrical contractor of any changes in the forgoing particulars as they occur any to verify & confirm these particulars annually on 1st April.

- 3) I/We note that registration as a contractor does not carry with it the right to tender for the works. I/We also understand and agree that the appropriate DHBVNL Authority have right, as they may decide not to issue tender form in any particulars case & to suspend, remove or blacklist my/our name from the approved list of electrical contractor in event of submission of non bonafide tenders or for technical or other delinquency in regard to which decision of the appropriate DHBVNL authority shall be final & conclusive.
- 4) I/We certify that the above particulars are correct. If at any stage it is found that I/We have given a false certificate/have failed to notify the facts subsequently my/our name is liable to be removed from the DHBVNL list of contractor and the security money is liable to be forfeited

Dated: _____/

Signature of the applicant
And Address.

IMPORTANT NOTES:-

- 1 All relevant certificates should be attached with the applicant.
- 2 Income Tax Clearance certificate for the latest assessor year should be sent along with the applicant

AFFIDAVIT

I.....S/O r/odo hereby solemnly affirm and declare as under:-

1. That my permanent address is
2. That my present address is
3. **That I have not been black listed by any Govt. Department or any Govt. undertaking HSIDC, HUDA etc.**
4. That none of my near relative is working as SE/Xen/SDO/JE/Dy. Supt./Accountant/CHD/HDM in DHBVNL/HVPNL as per terms of relatives defined in DHBVNL.
5. That I am not an Income Tax defaulter and my Pan No. is
6. That I have not already been enlisted as contractor in DHBVNL in any capacity i.e. Individual, Proprietorship, Partnership or limited concern whatsoever if may be. I undertake not to get myself registered anywhere in DHBVNL under more than one name.
7. That I am not a dismissed Govt. servant and further undertake not to employ a dismissed Govt. servant in my business without the prior permission of the registration authority.
8. **That I undertake to intimate to Deptt. Change of my address, if any, that takes place in future.**
9. That I have the following moveable and immovable property:-
 - i) Moveable Property.
 - ii) Immovable property :-
- 10 **That no action under clause no. 2& 3 in any of contract agreement have been taken by DHBVNL against me**
11. There is no litigation, criminal or civil, pending against the firm or partner in any Court of Law.

Deponent

Verification

Verified that my above statement is true and correct to the best of my knowledge and belief and nothing has been concealed therein

Deponent

Place:

Dated:

ANNEXURE-A

Specimen form of Solvency Certificate from the Scheduled Bank.

This is to certify that to the best of our knowledge and information of M/S / Sh. _____ having marginally noted address, a customer of our Bank is respectable and can be treated as good for any engagement upto a limit of Rs. _____ (Rupees _____)

This certificate is issued without any guarantee of responsibility on the Bank or any of the Officers.

(SIGNATURE)
For the Bank

ANNEXURE- B

AFFIDAVIT

.....resident of
(Name)

.....do hereby affirm and
declare as under:-

1. That I am permanently employed with _____

‘ Name of firm’

as a _____
‘ Designation’

2. That I am graduate Engineer having passed my B.E./B.Tech. in year
_____from _____college.

3. I am wholly engaged for the supervision of the construction work
undertaken by the firm contractor M/S _____.

4. I have an experience _____ years.

DEPONENT

VERIFICATION

I _____the above named deponent further
solemnly affirm and declare that my above statement is true and correct to the best of my knowledge
and belief and nothing has been concealed therein.

DEPONENT

DATED:

PLACE:

ANNEXURE- C

AFFIDAVIT

.....resident of
(Name)

.....do hereby affirm and
declare as under:-

1. That I am permanently employed with _____

‘ Name of firm’

as a _____

‘ Designation’

2. That I am Diploma Engineer having passed my 3-years Diploma in Electrical Engineering in year _____ from _____ Polytechnic / Institute.

3. I am wholly engaged for the supervision of the construction work undertaken by the firm contractor M/S._____.

4. I have an experience _____ years.

DEPONENT

VERIFICATION

I _____ the above named deponent further solemnly affirm and declare that my above statement is true and correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

DATED:

PLACE;

OFFICE ORDER

DHBVNL has decided to enlist the electrical contractor enlistment of the contractors in Haryana & shall henceforth be done as per the procedure given below with immediate effect enlistment and renewal for 2005-2006 and onwards.

SUBMISSION OF APPLICATION

The prospective contractor/firm desirous of enlistment shall apply on the application form to the following: -

- i) Superintending Engineer 'OP' & 'Const.', DHBVNL, shall accept the application of Class-I contractors. The application shall be forwarded with recommendations to the CE/PD&C and after Scrutiny CE/PD&C shall forward it to the Company Secretary for considerations of the WTDs by 10th March, 10th July & 7th Nov. of the year. WTDs shall consider the enlistment in the month of April, August and December.
- ii) Concerned Superintending Engineer 'OP' & 'Const.', DHBVNL shall forward the application to the Member Secretary of enlistment committee for Class-II contractors by 10th March, 10th July & Nov. of the year. Enlistment shall be undertaken in the month of April, August and December. The committee shall comprise of the following:

Senior Chief Engineer out the following shall be the Chairman & Junior shall be member.

- | | | |
|----|----------------------------------|----------------|
| a) | Chief Engineer PD&C | Chairmen |
| b) | Chief Engineer 'OP' Circle Hisar | Member |
| c) | Superintending Engineer P&D | Member Sectary |

- iii) Concerned Superintending Engineer 'OP' & Const., DHBVNL, shall forward the application to respective CE 'OP'/CE/PD&C after scrutiny & with his recommendations in respect of class-III contractors by 10th March, 10th July & 7th November. Enlistment shall be undertaken in the month of April, August and December by the respective C.E.
- iv) Concerned Superintending Engineer 'OP' & 'Const', DHBVNL shall undertake the enlistment of class-IV contractots during the month of April, August and December.

In all out four cases the order of enlistment shall be circulated to all CE's & S.E.'s in DHBVNL.

**JURISDICTION OF CHIEF ENGINEER &
SUPERINTENDING ENGINEERS.**

Jurisdiction of Chief Engineer 'OP', Delhi	Gurgaon Zone
Jurisdiction of Chief Engineer 'OP', Hisar	Hisar Zone
Jurisdiction of Chief Engineer/PD&C,Hisar	All Six Circle

JURISDICTION OF SUPERINTENDING ENGINEERS.

NAME OF THE CIRCLE	JURISDICTION
S.E.,Op Circle Sirsa	Sirsa Circle
S.E.,Op Circle Hisar	Hisar Circle
S.E.,Op Circle Bhiwani	Bhiwani Circle
S.E.,Op Circle Faridabad	Faridabad Circle
S.E.,Op Circle Gurgaon	Gurgaon Circle
S.E.,Op Circle Narnaul	Narnaul Circle

Power to enlist the contractors are as under:

a)	Class- I Contractors	Whole Time Directors (WTD)
b)	Class-II Contractors	Enlistment committee
c)	Class-III Contractors	Respective Chief Engineer
d)	Class- IV Contractors	Respective Superintending Engineer

Date:
Place:

CE/PD&C,
DHBVNL, Hisar

CC to:-

1. Sr.P.S. to M.D., DHBVNL, Hisar
2. Sr.P.S. to Director/Projects, DHBVNL, Hisar.
3. Sr.P.S. to Director/Operation, DHBVNL, Hisar
4. C.E./Operation, DHBVNL, Hisar and Delhi.
5. C.E./PD&C, DHBVNL, Hisar.

GUIDE LINES FOR ENLISTMENT OF CONTRACTS IN DHBVNL

The following guidelines have been brought out for the enlistment of the contracts/Firm in DHBVNL.

CLASS –I CONTRACTOR- THE AMOUNT OF WORK ABOVE 50

LACS.

ENLISTMENT OF CONTRACTORS WITH CLASS- ‘A’ LICENSE FOR 33 kV AND ABOVE VOLTAGE FROM C.E.I. GOVT. OF HARYANA FOR EXECUTION OF 33 kV AND BELOW VOLTAGE WORKS.

The agency desirous of enlistment in this category will be required to have executed the works satisfactorily in the last three years as stated below:

a) Technical

He should have constructed two nos. 33 kV or above voltage sub-station with complete allied equipment allied equipment such as 33 kV breaker, CTs, PTs, Isolators, 33kV control panel & Power Transformer etc. The 33 kV or above voltage sub-station should have been commissioned successfully and are in satisfactory operation as on the date of application for enlistment.

and

He should have Augmented /replaced at least 5 Nos. 33 kV Power T/Fs or of similar nature work.

and

He should have constructed at least 25 KM of 33 kV lines and 10 KM of 11 kV lines either against turnkey or labour rate basis.

b) Financial

Firm should have the turnover of 2.00 crores for the last three years. He shall supply the copy of balance sheet duly certified by the Chartered Accountant for the last three years.

c) Management

He shall be having at least one Graduate Electrical Engineer & 2 No. three year Diploma in Electrical Engineering officials in his establishment on regular basis, both having two years experience in similar nature electrical works. The provident fund and ESI enrolment numbers at least two years old shall be supplied along with the application.

II) CLASS –II CONTRACTOR – THE AMOUNT OF WORK UPTO 50 LACS.

ENLISTMENT OF CONTRACTORS WITH CLASS –‘A’ LICENSE FOR 33 kV AND ABOVE VOLTAGE FROM C.E.I. GOVT. OF HARYANA FOR EXECUTION OF 33 kV AND BELOW VOLTAGE WORK.

The agency desirous of enlistment in this category will be required to have executed the works satisfactorily during last three years as stated below:

a) Technical

He should have constructed one No. 33 kV or above voltage Sub- Station with complete allied equipment such as 33 kV breaker, CT's , PT's, Isolator, 33 kV control panel & power transformer etc. The 33 kV or above voltage Sub- Station should have been commissioned successfully and is in satisfactory operation as on the date of application for enlistment.

and

He should have Augmented/ replaced at least 3 Nos. 33 kV Power T/Fs and 50 number 11 kV Distribution Transformers either on turnkey or labour rate basis or of similar nature work.

and

He should have constructed at least 10 KM of 33 kV lines and 15 KM of 11 kV line and either against turnkey or labour rate basis.

b) Financial

Firm should have the turnover of 1.00 crores for the last three years. He shall supply the copy of balance sheet duly certified by the Chartered Accountant for the last three years.

c) Management

He shall be having at least one Graduate Electrical Engineer & 1 No. three year Diploma in Electrical Engineering officials in his establishment on regular basis, both having two years experience in similar nature electrical works. The provident fund and ESI enrolment numbers at least two years old shall be supplied along with the application.

III) CLASS -III CONTRACTOR – THE AMOUNT OF WORK UPTO 20 LACS.

ENLISTMENT OF CONTRACTORS WITH CLASS –‘A’ LICENSE FOR 11 kV AND ABOVE VOLTAGE FROM C.E.I. GOVT. OF HARYANA FOR EXECUTION OF 11 kV AND BELOW VOLTAGE WORKS.

The agency desirous of enlistment in this category will be required to have executed the works satisfactorily during last three years as stated below:

a) Technical

He should have constructed 40 numbers pole mounted / indoor Sub- Station with 11/0.4 kV T/F either on turnkey or labour rates contract basis. These should be in satisfactory operation for the last one year.

and

He should have erected at least 15 KM of 11 kV line and 25 KM of LT line during the last three years either on turnkey or labour contract basis. These should be in satisfactory operation for the last one year.

b) Financial

Firm should have the turnover of 50 Lacs for the last three years. He shall supply the copy of balance sheet duly certified by the Chartered Accountant for the last three years.

c) Management

He shall be having at least two No. three year Diploma Holder in Electrical Engineering officials in his establishment on regular basis with two years experience in similar nature electrical works. The provident fund and ESI enrolment numbers at least two years old shall be supplied along with the application.

IV) CLASS -IV CONTRACTOR – THE AMOUNT OF WORK UPTO 10 LACS.

ENLISTMENT OF CONTRACTOR CLASS –‘A’ LICENSE FOR 11 kV AND BELOW VOLTAGE FROM C.E.I. GOVT. OF HARYANA FOR EXECUTION OF 11 kV AND BELOW VOLTAGE WORKS.

The agency desirous of enlistment in this category will be required to have executed the works satisfactorily during last three years as stated below:

a) Technical

He should have constructed 20 numbers pole mounted / indoor Sub- Stations with 11/0.4 kV T/F either on turnkey or labour rates contract basis. These should be in satisfactory operation for the last one year.

and

He should have erected at least 8 KM of 11 kV line and 10 KM of LT line during the last three years either on turnkey or labour contract basis. These should be in satisfactory operation for the last one year.

b) Financial

Firm should have the turnover of 20 Lacs for the last two years. He shall supply the copy of balance sheet duly certified by the Chartered Accountant for the last two years.

c) Management

He shall be having at least three year Diploma Holder in Electrical Engineering in his establishment on regular basis with 2 years experience in similar nature electrical works. The provident fund and ESI enrolment numbers at least two years old shall be supplied along with the application.

NOTE

FOR CREATION OF 33 kV SUBSTATION & ASSOCIATED LINE ON TURNKEY BASIS

It shall be mandatory to fulfill all the pre-qualifying and statutory conditions stipulated in the tenders in respect of turnkey works irrespective of the category to which the firm is enlisted by DHBVNL.

V) LIST OF DOCUMENT REQUIRED TO BE ATTACHED WITH THE APPLICATION.

i) A certificate shall be furnished in respect of immovable property by the applicant with its market value duly attested by the collector or the first class magistrate of the following values:

Class-I	40 Lacs
Class-II	30 Lacs
Class-III	20 Lacs
Class-IV	10 Lacs.

- ii) Solvency certificate from any scheduled Bank indicating clearly the financial position viz cash in hand in the bank of credit limit as per Annexure B
- iii) Registered copy of partnership deed or articles of association in case party is a firm / company. An attested copy of the power of attorney for authorized signatory should also be enclosed.
- iv) Detailed of the machinery, tools and plants available with the firm including the number of Transport vehicles shall be furnished with the application.
- v) Details of technical staff permanently employed on regular basis.
- vi) Proof regarding employment of a degree/diploma holder engineers or having equivalent qualifications is required to be enclosed along with the application.
- vii) List of previous enlistment from Haryana B&R electrical HSIDC, MES, HUDA Electrical other Govt. or Public Sector enlisting agency.
- viii) The agency should attach the list of works executed during the last five years duly supported with attested copy of the allotment letters.
- ix) Certificates from the Superintending Engineer / Executive Engineer regarding satisfactorily completion & operation of the works executed be enclosed.
- x) Latest income tax clearance certificate from the competent authority in original or an attested copy.
- xi) Original receipt of enlistment fee.

Original documents shall have to be produced for verification, if the application is found in order.

2) General :-

- i) The firm should attach a list of those persons who are working with the firm in any capacity and who are near relatives of any officer /official in DHBVNL/HVPNL. The firm should also undertake to intimate names of such persons who are employed by them subsequently (Contractors who are near relatives of engineering officers of the grades of Superintending Engineer/Executive Engineer and Asstt. Engineer, Junior Engineer, Section Heads, such as Head Clerk, Accountant, Head Draftsman etc. in DHBVNL will not be allowed to tender for works in the circles responsible for award and execution of contract where there near relatives will be working. Contractors who are near relatives of Chief Engineer will not be allowed to work in the respective zone/jurisdiction of the Chief Engineer).
Note: By the terms near relative is meant wife, husband, parents, children, brother, sister, brother/sister-in-law, son/daughter-in-law, uncle, first cousin and father-in-law.
- ii) They should also intimate the change in their permanent address if any, in future, in case they fail to intimate such changes to the Department, their name will be removed from the approved list of the Contractors and security is liable to be forfeited.
- iii) The Contractor/Firm shall not enter into any fresh partnership without the prior knowledge/permission of the Department, such proposal if any shall be submitted in advance giving full detail of the intending partnership/sole-proprietorship along with the draft partners

deed/ affidavit. Any departure from this will render the contractors/firm liable to be removed from the approved list of the contractors of this Department.

- iv) The contractors will be required to certify that they will not get themselves registered under more than one name.

3) SUBMISSION OF APPLICATION

The prospective contractor/firm desirous of enlistment shall apply on the prescribed application form to the following: -

- i) Superintending Engineer, OP & Const., DHBVNL, shall accept the application of Class-I contractors. The application shall be forwarded with recommendations to the CE/PD&C and after scrutiny CE/PD&C shall forward it to the company Secretary for considerations of the WTD's by 10th March, 10th July & 7th Nov. of the year. WTD's shall consider the enlistment in the month of April, August & December.
- ii) Concerned Superintending Engineer OP& Const., DHBVNL shall forward the application to the Member secretary of enlistment committee for class-II contractors by 10th March, 10th July & 7th November of the year. The committee shall comprise of the following:

Senior CE out the following shall be the chairmen & junior shall be the member.

- | | | |
|----|-----------------------------|------------------|
| a) | Chief Engineer PD&C | Chairman |
| b) | Chief Engineer 'OP' Hisar | Member |
| c) | Superintending Engineer/P&D | Member Secretary |

- iii) Concerned Superintending Engineer, OP&Const., DHBVNL shall forward the application to respective Chief Engineer OP/CE PD&C after scrutiny & with his recommendation in respect of class-III contractors by 10th March, 10th July & 7th November. Enlistment shall be undertaken in the month of April, August and December by the respective C.E.
- iv) Concerned Superintending Engineer, OP&Const., DHBVNL shall undertake the enlistment of class-IV contractors during the month of April, August and December.

In all the four cases the order of enlistment shall be circulated to all CE's & SE.'s in DHBVNL.

JURISDICTION OF CHIEF ENGINEERS & SUPERINTENDING ENGINEERS

Jurisdiction of Chief Engineer 'OP', Delhi	Gurgaon Zone
Jurisdiction of Chief Engineer 'OP', Hisar	Hisar Zone
Jurisdiction of Chief Engineer/PD&C, Hisar	All six Circles

JURISDICTION OF SUPERINTENDING ENGINEERS:

NAME OF THE CIRCLE**JURISDICTION**

S.E.,Op Circle Sirsa	Sirsa Circle
S.E.,Op Circle Hisar	Hisar Circle
S.E.,Op Circle Bhiwani	Bhiwani Circle
S.E.,Op Circle Faridabad	Faridabad Circle
S.E.,Op Circle Gurgaon	Gurgaon Circle
S.E.,Op Circle Narnaul	Narnaul Circle

4) Power to Enlist the contractors:

- a) CLASS –I CONTRACTORS Whole Time Directors(WTD)
- e) CLASS –II CONTRACTORS Enlistment committee
- f) CLASS –III CONTRACTORS Respective Chief Engineer
- g) CLASS –IV CONTRACTORS Respective S.E. ‘OP’ Circle.

5) RENEWAL OF ENLISTMENT

The Contractor will seek renewal of enlistment for Class-I&II after every two years. The renewal for class-I&II will be got done by charging 50% of the enlistment fees. While in case of Class –III&IV renewal would be done every year @ 25% of Enlistment fees. The one time Non Refundable Enlistment Fees for different categories of contractors is listed below:-

Class-I	Rs. 15,000/-
Class-II	Rs. 12,000/-
Class-III	Rs. 8,000/-
Class IV	Rs. 5,000/-

6 DELISTING OF CONTRACTOR:

- a) Name of the contractor who fails to submit for three successive tenders, after getting the tender form issued, can be de-listed from the list of contractors. The enlistment of a contractor will not be renewed if he fails to submit an affidavit on this account.
- b) In case the contractor has failed to complete the work in time or has left it incomplete and action under clause II & III of the contract agreement has been taken against the agency, he shall be de listed from the approved list of contractors. His enlistment shall not be renewed for a period of at least 3 years.
- c) In case any dispute with regard to renewal / de listing of contractors the appeal shall lie with the following and whose decision shall be final and binding on the both the parties.

- i) Class-I & II WTD's
- ii) Class-III Director 'Projects'
- iii) Class IV Respective CE
- d) If the contractor indulges in pooling, he is liable to be de-listed.
- e) In case the contractor fails to execute the assigned work & the department executes the work on risk and cost basis, he is liable to be de-listed.
- f) Department reserves the right not to assign any new work till a penalty clause is in operation for works under execution by the contractor.

CONDITIONS OF CONTRACT

Clause-1: Security Deposit. : This will be @ 5% of the estimated cost (including Earnest Money @ 2% of the Estimated Cost): The person/persons whose tender may be accepted (hereinafter called contractor) shall deposit an amount equal to five percent of the estimated cost of the work with the respective S.E. (OP) Circle / S.E.(Const.) within 10 days of the acceptance of the tender by way of security deposit in case of default, the earnest money already laying with respective S.E.(OP) Circle S.E.(Const.), shall stand absolutely forfeited to "DHBVNL" or its successor in office and the contract shall stand terminated or in the alternative, at the discretion of the Engineer-in-charge, the contractor may be required to permit DHBVNL at the time of making any payment to him for work done under the contract to deduct such sum as well (with the earnest money deposited by him) amount to 5% of all moneys so payable, such deductions to be held by DHBVNL by way of security deposit. All compensation or other sums of money payable by the contractor to DHBVNL under the terms of this contract may be deducted from his security deposit or from any sums which may be due or may become due to the contractor by DHBVNL on any account whatsoever and in the event of his security deposit being deducted by reason of any deduction, the contractor shall within 10 days thereafter make good in cash as aforesaid any sum which may have been deducted from his security deposit or any part thereof.

Clause-2: Compensation of Delay : The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall through out the stipulated period of the contract be proceeded with all due diligence (time being deemed to be essence of the contract on the part of the

contractor) and the contractor shall pay as compensation an amount equal to one percent which the Engineer in-Charge may levy on the estimated cost of the whole work as shown by the tender for everyday that the work remains uncommenced or unfinished after the proper dates. And further to ensure good progress during the execution of the work. The contractor shall be bound in all such cases in which the time allowed for any work exceeds one month to complete one fourth of the whole of the work before one fourth of the whole of time allowed under the contract has elapsed, one half of the work before one half of such time has elapsed and three-fourth of the work before three fourth such time has elapsed. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation, as amount equal to one percent which the Engineer in-Charge may levy on the said estimated cost of the whole work for everyday that the due quantity of 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 of the estimated cost of work as shown in the tender**. The respective Chief Engineer 'OP' / Chief Engineer (PD&C), DHBVNL, may on representation from the contractor, reduce the amount of compensation and his decision, in writing shall be final.

Clause-3 : Action when whole of security deposit is forfeited:

In any case in which under any clause in the contract, the contractor shall have rendered himself liable to pay any compensation to the respective **Superintending Engineer, Operation Circle / S.E./Const. Circle DHBVNL on behalf of the DHBVNL** shall have power to adopt any of the following courses, **as he may deem best suited in the interest of DHBVNL:-**

(a) To rescind the contract of which rescission notice in writing to the contractor under the hand of the Superintending Engineer, Operation Circle / S.E./Const. Circle DHBVNL shall be conclusive evidence and in such case the security deposit of the contractor shall stand forfeited and shall belong absolutely to the DHBVNL.

(b) To employ labour paid by the DHBVNL to supply material to carry ont the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (for the amount a certificate of the Superintending Engineer, Operation Circle/ S.E./Const. Circle DHBVNL shall be final and conclusive, against

the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rate as if it had been carried out by the contractor under the terms of his contract. The certificate of Superintending Engineer, Operation Circle S.E./Const. Circle DHBVNL as to the value of the work done shall be final and conclusive against contractor.

(c) To measure up the work of the contractor, and to take such part there of as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor of the whole work has been executed by him (for the amount the certificate in writing of the Superintending Engineer, Operation Circle shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by DHBVNL under the contract or otherwise or from his security deposit.

In the event of any of the above courses adopted by the Superintending Engineer, Operation Circle/ S.E./Const. Circle DHBVNL, the contractor shall have no claim for the compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagement or made any advance payment on account or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof, actually performed under this contract unless and until the Superintending Engineer, Operation Circle/ S.E./Const. Circle DHBVNL have 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-4 Contractor remains liable to pay compensation if action not taken under

clause-3 : In any case in which any of the powers conferred upon the Superintending Engineer, Operation Circle / S.E./Const. Circle DHBVNL, by clause 3 hereof shall have become exercisable and the same shall not exercised the non-exercise there of shall not constitute a waiver of any of the condition thereof and such powers shall not withstanding be exercisable in the event of any future case of default by the contractor for which by any clauses thereof he is **declared liable to pay**

compensation amounting to the whole of his security deposit and the liability of contractor, for past and future compensation shall remain unaffected.

Power to take possession or require removal or sell contractor's plant : In the event of the Superintending Engineer, Operation Circle / S.E./Const. Circle DHBVNL putting in force either of the power (a) or (c) vested in him under the proceeding clause he may, if he so desire to take possession of all or any tools, plant, materials and stores in or upon the works, or at the site thereof or belonging to the contractor or procured by him and intended to be used for execution of the work or any part thereof paying or allowing for the same on account at the contract rates, in case of these not being applicable at current market rates to be certified by the S.E.(OP) Circle/ S.E./Const. Circle DHBVNL where certificate thereof shall be final, otherwise the Superintending Engineer, Operation Circle/ S.E./Const. Circle DHBVNL may by notice, in writing, to the contractor or his clerk of the work, foreman or other authorized agent require him 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 contractor failing to comply with any such requisition, the Superintending Engineer, Operation Circle / S.E./Const. Circle DHBVNL may remove them at the contractor's expense or sell them by auction or private sale, on account of the contractor and at his risk in all respect and the certificate of the Superintending Engineer, Operation Circle / S.E./Const. Circle DHBVNL to the expenses for such removal and the amount of the proceeds and expenses, if any, shall be final and conclusive against the contractor.

Clause-5 Extension of time : If the contractor desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply, in writing, to the Superintending Engineer, Operation Circle / S.E./Const. Circle DHBVNL within 30 days of the date of the hindrance but before the expiry of the contractual period on account of which he desires such extension as aforesaid and the **competent authority** (i.e. enlisting authorities) shall, if in his opinion (which shall be final reasonably ground) be shown therefore authorize such extension of time if any so may in his opinion be necessary or proper.

Clause-5(a) Contractor to submit a return every month on any work claimed as extra

: The Contractor shall deliver in the office of the Superintending Engineer, Operation Circle / S.E./Const. Circle DHBVNL on or before 10th day of every month during the continuance of the work covered by this contract a return showing details of any work claimed for as extra and such return shall contain the value of such work as claimed by the contractor, its value shall be based upon the prices in the contract or in schedule of rates in force in the DHBVNL i.e. common norms fixed for the time being. The contractor shall include in such monthly return particulars of all claims of whatsoever kind. However, arising which at the date thereof, he has or may be claim to have against the Superintending Engineer, Operation Circle under or in respect of or in any manner, arising out of the execution of work and the contractor shall be deemed to have waived all claims not included in such return **and will have no right to enforce any such claim not so included what so ever be the circumstances.**

Clause-6 Without prejudice to the right of DHBVNL under any clause hereinafter contained on completion of the work, the contractor shall be furnished with the certificate by the Superintending Engineer, Operation Circle / S.E./Const. Circle DHBVNL (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor work shall be considered to be completed on the commissioning of Sub-Station Transformer or 33/11 kV line or LT line until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish and clean off dirt. All pointed out defects are removed, 33 kV Sub-Station in, upon or around which the work is to be executed, or part of which he had in possession for the purpose of the execution thereof and the measurements in the said certificate shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-charge at the expense of the contractor shall remove such scaffolding surplus materials and rubbish and get removed the defects of the same as he may think fit and clean off such dirt as aforesaid and the contractor shall remove such scaffolding, surplus materials and the contractor shall pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or such surplus materials as aforesaid except for any sum actually realized on account of sales, thereof.

Clause-7 Payments on intermediate certificate to be regarded as advances : No payment shall be made for works estimated to cost less than Rs. One thousand, till the

whole of the works shall have been completed and the certificate of completion given, but in the case of work estimated to cost more than Rs. One thousand the contractor not submitting the bill thereof, be entitled to receive a monthly payment proportionate to the part thereof as approved and passed by Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payment shall be regarded as payments by way of advances against the final payment only and not as payments for the works actually done and completed 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 or be considered as an admission of due performance of the contract or any part thereof in any respect or the accruing of any claim. Nor shall it conclude, determine or effect in any way the powers of the Engineer-in-charge under these terms and conditions or any of them as far the final settlement and adjustments of the accounts or otherwise or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurements and the total amount payable for work, accordingly, shall be final and binding on all parties. The amount, payable, however, shall be determined after pre-audit of the bill by the Accounts Wings authorities within fifteen days of the presentation of the bill by the Engineer-in-charge to Accounts Department, otherwise the amount already determined by the Engineer-in-charge shall become binding on both parties. Both the Engineer-in-charge and the Accounts Department shall inform the contractors by registered post about the facts of the movement of the final bill and the amount thereof.

Clause-7(a) The deduction referred to in clause –1 herein before or such part thereof as may be due to contractor under this contract shall be payable to contractor after a period of three months has lapsed after the payment of final bill.

Clause-8 Bill 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 work executed in the previous month and the Engineer-in-charge shall take the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted if possible, before the expiry of ten days from the presentation of the Bill. If the contractor do not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may be depute a

subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient and the Engineer-in-charge may prepare, a bill from such list which shall be binding on the contractor in all respect.

Clause-9 Bills to be on printed forms :

The contractors shall submit all bills, in triplicate, on printed forms to be had on application from the office of the Engineer-in-charge and the charge in the bill shall always be entered at the rates specified in the tender or in the case of any extra works ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rate hereinafter provided for such work.

Clause-10: If the specification of estimate of the work provides for the use of any special description of materials to be supplied from DHBVN's store or if it is required that contractor shall use certain store to be provided by the Engineer-in-charge. The contractor shall be supplied with such materials and stores required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of the materials and stores so supplied at the rates specified in the approved rate list of DHBVNL along with other applicable charges shall be deducted from any sums due or thereafter to become due, to the contractor under the contract or otherwise against or from the security deposit/Bank Guarantee. Materials supplied to the contractor shall remain the property of the DHBVNL and shall be kept in safe custody of contractor but shall not on any account be removed from the site of the work without the written permission of the Engineer-in-charge and shall all times be opened for inspection by him. Any such materials unused and in perfectly good condition at the time of the completion of the contract shall be returned to the Engineer-in-charge's store i.e. DHBVNL's store by a notice, in writing, under his hand he shall so require, but the contractor shall not be entitled to return any such materials without such consent and shall have no claims for compensation on account of any such materials to be supplied to him as aforesaid being unused by him, or any wastage in or damage to any such materials.

Clause-11 Works to be executed in accordance with specifications drawing orders etc. :

The contractor shall execute the whole and every part of the work in most substantial and workmen like manner, both as regards to materials and otherwise in every respect in strict accordance with ISS latest edition / specifications inclusive of latest amendment as may be specifically provided for confirming to I.E. rules prevailing. The contractor shall also confirm exactly, fully and

faithfully to the designs, drawing and instructions in writing relating to the work (signed by the Engineer-in-charge) and lodged in the office and to which the contractor shall be entitled to have access at his office or at the site of the work. For the purpose of inspection during office hours, the contractors shall if he so requires, be entitled at his own expenses to make or cause to be made copies of the specifications and of all such designs and instructions as aforesaid.

Clause-11A Removal of employee workman and foreman: The Engineer-in-Charge shall have full powers at all time to object to the employment of any workman, Foreman or other employees on the works by the contractor and if the contractor shall receive notice in writing from the Engineer-in-Charge requesting the removal of such workman from the work, the contractor shall comply with the request forthwith.

No such workman, foreman or other employees after his removal from the works by orders of the Engineer-in-Charge shall be re-employed or engaged on the works by the contractor at any time, except with the prior approval, in writing, from the Engineer-in-Charge. Dismissed employee's shall not be employed.

The contractor shall not be entitled to demand the reason from the Engineer-in-Charge, requiring the removal of any such workman or other employees.

Clause-12 Alterations in specifications and designs:

The Engineer-in-Charge shall have power to make any alteration or omission or additions from the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the

contractor shall be bound to carry out the work in accordance with the instructions given to him, in writing, duly signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional 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 the contractor on the same rates, terms and conditions on which he agreed to do the main work. The time for the completion of the works shall be extended in the proportion that the altered, additional or substituted works bears to the original contract work and certificate of the Engineer-in-Charge shall be conclusive as to such proportion, if the altered, additional or substituted work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rate entered in the DHBVNL, and specified with common norms approved rates, then the contractor shall within seven days of the date of his receipt of the order to carry out the work, inform the Engineer-in-Charge of the rate, which it is his intention to charge for such class of items, if Engineer-in-Charge does not agree to his rate, he shall by notice, in writing, be at liberty to cancel his order to carry out such work and arrange to carry it out in such manner as he may consider advisable, provided always that the contractor shall commence the work or incur any expenditure in regard thereto before the rates shall have been determined herein before mentioned and in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-Charge. In the event of a dispute, the decision of the Director (P) or Chief Engineer/PD&C or respective Chief Engineer (Operation), DHBVNL shall be final.

Clause-13 **No compensation for alternation in or restriction of work to be carried out:** If, at any time, after the commencement of the work, the DHBVNL shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice, in writing, of the fact to the contractors who shall have no claim to any payment or compensation, whatsoever on account of any profit or advantage which he might have derived from execution of the work in full which he did not drive in consequence of the full amount of the work not having been carried out, neither shall have any claim for compensation by reason of any alteration having been made in the original

specification, drawing, designs and instructions which shall involve any curtailment of the work originally contemplated.

Clause-14 Action and compensation payable in case of bad work: If 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 unskillful workmanship or with material of any inferior description or that any material or article provided by him for the execution of the work are unsound or of a quality inferior to the contract or otherwise not in accordance with the contract, the contractor shall on demand, in writing, from the Engineer-in-Charge specifying the work, materials or articles complained or not withstanding that the same may have been inadvertently passed, certified and paid for the forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or article at his own charge and cost. In the event of its 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 percent on the amount of estimate of everyday not exceeding ten days, while his failure to do so shall continue and in case of any such failure the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with other materials or articles complained of, as the case may be, at the risk and expense of the contractor.

Clause-15 Work to be open to inspections, contractor or his responsible agent to be present: All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-Charge and his subordinates and the contractor shall at all times, during the usual working hours and at all other time with reasonable notice of the inspection of the Engineer-in-Charge or his subordinates to visit the work shall have been given to the contractor either himself be present to receive orders and instructions, or have a responsible agent duly authorized, in writing, present for that purpose. Orders given to the contractor agent shall be considered to have the same force as they had been given to the contractor himself.

Clause-16 Notice to be given before work is covered up: The contractor shall give not less than five 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 same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measuring and shall not cover up or place beyond the reach of measurement without the consent, in writing, of the Engineer-in-Charge or his Subordinate-in-Charge of the work. If any work shall be covered up or placed beyond the reach of measurement such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Clause-17 Contractor liable for damage done and for imperfections for 3 months after certificate: If the contractor or his work people or servants do not undertake work in accordance with I.E. rules and distort the specifications of the equipment / material under installations on which the work or any part of it is being executed, or if any damage happens to the work, while in progress from any cause whatever or any imperfection become apparent in it within three months after the final certificate or order of its completions, shall have been given by the Engineer-in-Charge as aforesaid, the contractor shall make the same good at his own expenses and in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final) from any sums that may be then, or at any time thereafter, may become due to the contractor or from his security deposit or Bank Guarantee.

Clause-18 Contractor to supply material related to work: The contractor shall supply at his own all equipment required to execute the work except some special material, in accordance with the contract be supplied from the DHBVNL Dedicated Store required for proper execution of the work, whether original altered or substituted and whether included in the specifications or other documents forming part of the contract referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge, as to which he is entitled to require together with carriage thereof to and from the work. The contractor shall also supply without charge the requisite number of

authorized persons with the means and materials, necessary for the purpose of setting out electrical works and counting assigning in the measurement of examination at any time and from time to time of the work or material. Failing to do so, the same may be provided by the Engineer-in-Charge at the expenses of contractor and the expense may be deducted from any money due to the contractor under the contract or from any other contract of the agency or from his security deposit or the proceeds of the sale thereof or a sufficient portion thereof.

The contractor shall not procure, any material from the firm, black listed by the DHBVNL/UHBVNL/HVPNL.

Clause-19 No female labour shall be employed within the limits of Cantonment.

Clause-19A No labour below the age of 18 years shall be employed on the work.
Workman qualified for carrying electrical works shall be employed.

Clause-19B The contractor shall pay his labourer not less than the wages determined under minimum wages act for the District.

Clause-20 Contractor liable for payment of compensation to injured workmen or in case of death to his relations: In every case in which by virtue of the provision of Section-12, Sub-Section (1) of the workmen's compensation Act, 1923 with latest amendments, if any, Nigam is obliged to pay compensation to workman employed by the contractor, in execution of the work, Nigam will recover from the contractor the amount of the compensation so paid and without prejudice to the right of DHBVNL shall be, at liberty to recover such amount or any part thereof by deducting it from the security or from any sum due to the contractor whether under this contract or otherwise. The contractor shall adhere all obligations as per labour laws i.e. Insurance, PF etc. and any violation shall be solely his responsibility.

DHBVNL shall not be bound to contest any 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 request to DHBVNL full security for all costs for which DHBVNL might become liable in consequence of contesting such claim.

Clause-21 Work not be sub, contract may be rescinded and security deposit forfeited:

The contract shall not be assigned or sub-contract without the written approval of the Engineer-in-Charge. And if the contractor shall re-assign or sublet his contract or attempt to do so or become 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, reward or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employment of DHBVNL, in any way relating to his office or employment or if any such officer or person shall become in any way directly or the indirectly interested in the contract, the Engineer-in-Charge may thereupon by notice, in writing, rescind the contract and security deposit of the contractor shall stand forfeited and be absolutely at the disposal of DHBVNL. The same consequence shall ensure as if the contract had been rescinded under cl-3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

Clause-22 Sum payable by way of compensation to 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 without reference to the actual loss of damage sustained and whether or not any damage shall have been sustained.

Clause-22A Deduction of amounts due to Government on any account whatsoever to be recoverable from sums payable to a contractor: Any excess payment made to the contractor inadvertently or otherwise under this contract or on any account whatsoever and any other sum found to be due to DHBVNL by the contractors in respect of this contract or any other contract or work order for any sum whatsoever shall be recoverable from the contractor from the payment due to him either in respect of this contract or any other work order or contract or any other account by any other department of Haryana Govt./DHBVNL.

Clause-23 **Changes in constitution of firm:** In the case of a tender by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Clause-24 **Work to be under directions of Chief Engineer (Planning, Design & Construction) / respective Chief Engineer (Operation) :** All works to be executed, under the contract shall be executed under the directions of and subject to the approval of the Chief Engineer(Planning, Design & Construction) / respective Chief Engineer (Operation) Zone for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced or from time to time carried on.

Clause-25 **Claims for payment of any extra ordinary nature to be referred to DHBVNL for decision:** No claims for payment of an extraordinary nature, such as claims for a bonus for extra labour employed in completing the work before the expiry of the contractual period at the request of the Engineer-in-charge or claims for compensation where work has been temporarily brought to a standstill due to deficiency on the part of DHBVNL with no fault of the contractor, shall be allowed unless and to the extent that the same shall have been sanctioned by the DHBVNL.

Clause-25A If any dispute or difference of any kind, whatsoever shall arise between the Nigam or authorized representative of DHBVNL and the contractor in connection with or arising out of the contract, or the execution of the work that is (i) whether before its commencement or during the progress of the work or after its completion (ii) and whether before or after the termination, abandonment or breach of the contract, it shall, in the first instance, be referred to, for being settled by the Director (P) or his nominee C.E./ DHBVNL, at that time and the competent authority shall within a period of thirty days after being requested, in writing, made by the contractor to do so, convey his decision to the contractor, and subject to arbitration as hereinafter provided, such decision in respect of every matter so referred, shall be final and binding upon the contractor. In case the work is already in progress, the contractor will proceed with the execution of the work on receipt of the decision conveyed by the Superintending Engineer, Operation Circle / S.E./Const. DHBVNL aforesaid, with all due diligence whether DHBVNL authorized representative of the Nigam or

contractor requires arbitration as hereinafter provided for, or not. If the Engineer-in-charge of the work fails to convey his decision to the contractor and no claim to arbitration has been filed with by the contractor within a period of 30 days, after being requested, as aforesaid, the contractor may, within further thirty days from the receipt of the letters communicating the decision shall be final and is binding on the contractor and will not be subject matter of arbitration at all, on the expiry of the first thirty days, after being requested, from the date on which request has been made to the Engineer-in-charge request the Chief Engineer/PD&C / Chief Engineer, Operation Zone, DHBVNL that the matters in dispute be relevant to arbitration, as hereafter provided.

(ii) All disputes or differences in respect of which the decision is not final and conclusive shall at the request, in writing, of either party, made in a communication sent through Registered A.D. Post, be referred to the sole arbitration of any serving Chief Engineer, DHBVNL to be nominated by designation by the Director(Projects), DHBVNL, at the relevant time. There will be no objection to any such appointment that the arbitrator so appointed is a Govt. Servant / in service of DHBVNL or that he had to deal with the matters to which the contract relates in the course of his duties as a Govt. servant / in service of DHBVNL he has expressed his view on all or any of the matter in dispute. The Arbitrator to whom the matter is originally referred being transferred or vacating his office, his successor-in-office, as such shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Or

In case the arbitrator nominated by Director(Projects), DHBVNL is unable or unwilling to act as arbitrator such for any reason, whatsoever Director(Projects), DHBVNL, shall be competent to appoint and nominate any other Chief Engineer, DHBVNL, as arbitrator in his place and the arbitrator so appointed shall be entitled to proceed with the reference.

(iii) It is also a term of this arbitration agreement that no person other than a person appointed by the Director(Projects), DHBVNL shall act as arbitrator and if for any reason that is no possible the matter shall not be referred to arbitration at all. In all cases where the aggregate amount awarded exceeds Rs. 25,000/- the arbitrator must

invariable give reasons for his award in respect of each claim and counter / claims separately.

(iv) The arbitrator shall award separately giving the award against each claim and dispute raised by either party including any counterclaim individually and that any lump-sum award shall not be legally enforceable.

(v) The following matters shall not lie within the purview of the arbitration:

(a) Any dispute relating to the levy of compensation as liquidated damages, which has already been referred to the respective Chief Engineer, DHBVNL and is being heard or / and has been finally decided by the Director (P) of DHBVNL.

(b) Any dispute in respect of substituted, altered, additional work / omitted work / defective work referred by the contractor for the decision of Chief Engineer, DHBVNL of the work if it is being heard or has already been decided by the said respective Chief Engineer, DHBVNL.

(c) Any dispute regarding the scope of the work or its execution or suspension or abandonment that has been referred by the contractor for the decision of the Nigam and has been so decided finally by the Dir (P), DHBVNL.

(vi) The independent claims of the party other than the one getting the arbitrator appointed, as also counter claims of any party will be entertained by the arbitrator notwithstanding that the arbitrator had been appointed at the instance of the other party.

(vii) It is also a term of this arbitrator agreement that where the party invoking arbitrator is the contractor, no reference for arbitrator shall be maintainable unless the contractor, furnishes to the satisfaction of the Engineer –in-charge of the work, a security deposit of a sum determined according to details given below and the sum so deposited shall, on the termination of the arbitration proceedings, be adjusted against

the cost, if any awarded by the arbitrator against the claimant party and the balance remaining after such adjustment or whole sum in the absence of any such cost being awarded will be refunded to him within one month from the date of the award.

<u>Amount of claims</u>	<u>Rate of security deposit</u>
i) For claims below Rs. 10,000/-	2% of amount claimed.
ii) For claims of Rs. 10,000/-and above & below Rs. 1,00,000/-	5% of amount claimed.
iii) For claims of Rs. 1,00,000/- and above.	7 ½ % of amount claimed.

The Stamp fee due on the award shall be payable by the party as desired by the arbitrator and in the event of such party's default the stamp fee shall be recoverable from any other sum due to such party under this or any other contract.

- (viii) The venue of arbitration shall be such place as may be fixed by the arbitrator at his sole discretion. The work under the contract shall continue during the arbitration proceedings.
- (ix) Neither party shall be entitled to bring a claim for arbitration if the appointment of such arbitrator has not been applied within 6 months.
- Of the date of completion of the work as certified by Engineer-in-Charge, or
 - Of the date of abandonment of the work, or
 - Of its non-commencement within 6 months from the date of allotment or written order to commence the work as applicable, or
 - Of the completion of the work through any alternative agency or means after withdrawal of the work from the contractor in whole or in part and / or its recession, or
 - Of receiving intimation from the Engineer-in-Charge of the work that final payment due to or recovery from the contractor had been determined which he may acknowledge and / or receive.

Whichever of (a) to (e) above is the latest.

If the matter is not referred to arbitration within the period prescribed above, all the rights and claims of any party under the contract shall be deemed to have been forfeited and absolutely barred by time even for civil litigation notwithstanding.

- (x) It is also a term of this arbitration agreement that no question relating to this contract shall be brought before any civil courts without first involving and completing the arbitration proceedings as above. If the scope of the arbitration specified herein covers issues that can be brought before the arbitrator that is any matter that can be referred to arbitration shall not be brought before a Civil Court. The pendency of arbitration proceedings shall not disentitle the Engineer-in-charge, DHBVNL to terminate the contract and make alternative arrangements for the completion of the work.
- (xi) The arbitrator shall be deemed to have entered on the reference on the day he issues notices to the parties fixing the first date of hearing. The arbitrator may, from time to time, with the consent of the parties enlarge the initial time for making and publishing the award.
- (xii) It is also a term of this arbitration agreement that subject to the stipulation herein mentioned, the arbitration proceedings shall be conducted in accordance with the provision of the Arbitration Act, 1940 or any other law in force for the time being.

Clause-26 Lump sum estimate: When the estimate on which a tender is made include lump-sum provision in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of the work involved or the part of the work in question at the same rates as are payable under this contract for such items or the part of the work in question is not in the opinion of the Engineer-in-charge, measurable, the Engineer-in-charge may at his discretion, pay the lump-sum amount entered in the estimate and the certificate, in writing, of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.

Clause-27 Action where no specification: In case of any class of work for which there is no specifications as is mentioned in Rule-1, such work shall be carried out in accordance with the latest edition of ISS and in the event of there being no ISS, then in such case, the work shall be carried out in all respect in accordance with the instructions and requirement of the Engineer-in-charge.

Clause-28 Definition on work: The expression “Work or Works” where used in these conditions shall unless specified either in subject or context repugnant to such construct or be constructed and taken to mean the works by virtue to the contract, contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

Clause-29 The percentage referred to in the tender will be calculated on the gross amount (value of finished work including cost of materials whether purchased from the DHBVNL or direct) of (1) the item of work to which the rates in the tender apply and also see the item of work which rates exist in the latest version of approved rate list of equipments in DHBVNL.

Clause-30 Unless otherwise specified in the contract, the term “Engineer-in-charge” referred to in the tender and contract for the work means S.E. ‘Operation’ Circle / S.E. Const. Hisar, DHBVNL.

Clause-31 The contractor shall be responsible for making his own arrangements for securing license for the materials and their transportation required for the works and Engineer-in-charge shall not be held responsible in any way to make such arrangement.

Clause-32 The contractor undertakes that he is not related to any of the officers employed by the DHBVNL.

Clause-33 When, however, the final bill is likely to be for a plus amount 75% of the security deposit will be released after three months of taking the final measurement and balance 25% kept as a safeguard against any recovery becoming due as a result of the check of the final bill and will be refunded after the final bill is passed.

Clause-34 The rates given are for the finished work inclusive of octroi charges, sales tax, all duties and all other taxes as applicable.

Clause-35 It will be the responsibility of the contractor to ensure that trees at the site of work and in the vicinity or their fruit etc. are not damaged by his labour or agent. Cost of damage done, if any, will be assessed at the discretion of the Engineer-in-charge and deducted from the bill of the contractor.

Clause-36 The contractor shall provide at his own cost separate latrine, bathing enclosures and platform for use of the men and women labour and kept them clean to the satisfaction of the Engineer-in-charge. He should also arrange at his own expense for clean drinking water, housing, medical facilities necessary for the welfare of the labour employed at his work. In case of his failure the same shall be provided by the Nigam at contractor's cost. Any dispute regarding this will be settled by the Engineer-in-charge whose decision will be final and binding. Contractor will also follow the fair wage clause of Govt. of India / Haryana.

Clause-37 Any material left on the site of work after one month from the date of completion of the work shall become the property of the DHBVNL and no payment shall be made for it.

Clause-38 The amount of the work can be increased or decreased according to the requirement of the department and no claim whatsoever on this account will be entertained.

Clause-39 DHBVNL reserves the opinion to take away any items of the work or part thereof at any time during the currency of the contract and re-allot it to another agency with due notice to the contractor without liability or compensation.

Clause-40 No claim on account of fluctuation in prices due to war or any other cause will be entertained.

Clause-41 The contractor shall be liable to make good all damages caused by breakage from the moment the stores are handed over to his charge.

Clause-42 No compensation whatsoever will be payable on account of any delay or default in the supply of material mentioned in the "list of material to be issued

to the contractor” by the department and consequent delay in the execution of work.

Clause-43 The contractor will inform the C.M.O. about the employment of labourer on the work for carrying out Malaria Surveillance.

Clause-44 The terms and conditions of the agreement have been explained to me / us and / we clearly understand them.

Clause-45 All type of cautionary board, signals for safe and smooth execution of work, diversion of traffic etc. shall be provided by the contractor at his own cost and nothing extra is payable on this account.

Clause-46 With the issue of allotment letter in the name of lowest agency made by the Engineer-in-charge, the agreement shall stand concluded and all the clauses, terms and conditions mentioned above and in the tender form shall be applicable, even when the agreement for the work is not signed by the contractor / firm.

