TERMS AND CONDITIONS
FOR Line Patrolling & Tree Cutting/Trimming work of EHV Lines under Control of XEN, 220 KV GSS Sayala
1.1 PRICES
1.1.1 Prices given in the rGô Schedule are for various activities of Line Patrolling & Tree Cutting/Trimming work of EHV Lines
1.1.2 Where the quantities are not indicated, the work shall be carried out at the unit rates indicated in RVPN BSR 2017 for Line; and the payment will be made accordingly along with, applicable / accepted Premium / Discount (Above or Below) as the case may be.
1.1.3 The value of the Work Order based on the estimated quantity will be as per rGô Schedule.
1.1.4 The Price given in the rGôSchedule and RVPN BSR 2017 for Line, are inclusive of GST and other all taxes.
1.2 SALES TAX, SERVICE TAX, LEVIES AND DUTIES
1.2.1 In accordance with the scope of works, this is Labour Contract of Line Patrolling & Tree Cutting from the FREE ISSUEô consumable material; hence no Sales Tax will be leviable. However Sales Tax is levied, shall be to the Contractor’s account.
1.2.2 The Service Tax (including Cess on Service Tax) is inclusive in the price given in the rGô Schedule and RVPN BSR 2017 for Line.
1.2.3 Any statutory variation in Service Tax shall be borne by the Contractor.
1.3 TERMS OF PAYMENT
Payment for the Line Patrolling & Tree Cutting activities at Line will be made to the contractor on submission of bills in accordance with the procedure as detailed below.
1.3.1 95% (Ninety Five Percent) payment of the total value of the works will be paid through Running Accounting bills to be submitted to the Assistant Engineer In-charge of the work.
1.3.2 From each and every bill following shall be deducted compulsorily.
   a) Income Tax as per rules in force.
   b) Works Contract Tax (WCT) and or Sales Tax as per rules in force.
   c) Beside above as per Clause No. 8.0 (B) (a) and (b) of Section-II of CLRC dated 24/05/2013, 5% CSD from each and every bill shall be deducted by the Accounts wing at source. This CSD shall be retained for 3 months from the date of completion of entire work on order subject to acceptance by the work In-Charge.
1.3.3 Deduction, in respect of deficiencies etc. will be made by the Assistant Engineer In-Charge while passing / verifying the bills and simultaneously be conveyed to the contractor. The time schedule for verification / counter-signature of R.A. bills shall as under.

<table>
<thead>
<tr>
<th></th>
<th>All R.A. Bills</th>
<th>Other Bills (Balance payment)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Verification by Assistant Engineer In-Charge And submission to Executive Engineer.</td>
<td>7 days</td>
<td>10 days</td>
</tr>
<tr>
<td>B Counter-signature by Executive Engineer and Forwarding to Accounts Officer (T&amp;C) Sirohi.</td>
<td>3 days</td>
<td>7 days</td>
</tr>
</tbody>
</table>

1.4 PRESENTATION OF BILLS
1.4.1 Bills for the 95% value of the work carried out during each calendar month as per Clause 1.3.1 shall be submitted to the Assistant Engineer In-Charge of the work at the end of that particular month, who will in turn process the same and forward it to the Executive Engineer In-Charge of the work for checking and finally to the Accounts Officer (T&C) RVPN Sirohi for payment.
1.4.2 Balance/Retained 5 % the Assistant Engineer In-Charge of the work on entire satisfaction, as per Clause No. 1.3.2; shall refund CSD, through Hand Receipt. The Executive Engineer In-charge of the work shall forward this Hand receipt to the SE (T&C) Sirohi with his recommendations for sanction of refund and onward transmission to Accounts Officer (T&C) RVPN Sirohi for releasing payment.
1.4.3 All the bills, in accordance with above clauses, shall be furnished along with following information.
A) Item wise work done during billing period i.e. respective month.
B) Cumulative work done item wise.
1.4.4 The payment shall be made as per Payment Policy of Nigam on submission of complete document and completion of all contractual formalities as per requirement of the work order.

1.5 QUANTITIES
1.5.1 The quantity in Schedule is provisional. Final quantities shall be determined after as per Bill of Material and completion of entire work on order. You will have to carry out the work according to the quantities as determined at site at the quoted rates till completion of work and the payment shall be made accordingly.
1.5.2 For the items of Line Patrolling & Tree Cutting, where quantities are not indicated in Schedule; the payment for these items shall be made at the unit rates indicated in RVPN BSR Dated 201 (for Line Patrolling & Tree Cutting works) along with applicable / accepted Premium / Discount (Above or Below) as the case may be.

1.6 COMPLETION TIME
The Line Patrolling & Tree Cutting including various activities of the Schedule shall be completed within scheduled time as specified in Scope of Work.

1.6.1 The commencement of completion period shall be reckoned from the date of issue of order and programme given by the Assistant Engineer In-Charge for each work. The entire work on order shall be completed within period of 30 days from layout date or earlier as per programme given by work in charge.
1.6.2 Bar chart, if any, provided by RVPN is for the purpose of monitoring of progress of work only, however bar chart shall not be considered for calculation of penalty due to delay in work execution.
1.6.3 The time will be the essence of the contract and if, the work is not completed on or before the stipulated completion date as above or within any period of extension, if granted, you will be liable to a penalty as per Clause No. 1.9 of this order.

1.7 TAKING DELIVERY & TRANSPORTATION
The prices given in Schedule are inclusive of cost of transportation of Line Patrolling & Tree Cutting etc. at the end of Contractor

1.8 INSURANCE
1.8.1 This is a work order for Line Patrolling & Tree Cutting so there is no need of insurance policy for entire work. But Safe custody of entire material, issued for Maintenance activities by the Work In-Charge, shall rest with the contractor.
1.8.2 The material for Line Patrolling & Tree Cutting shall be issued only after Indemnity Bond for the safety of Nigam’s material is furnished and accepted by the Assistant Engineer In-charge on Rs 100/- Non-judicial Stamp Paper.

1.9 PENALTY
1.9.1 The time for and the date of completion specified in the work order shall be deemed to be essence of the contract and the work shall have to be completed not later than the period specified therein. Should the contractor fail to complete the work or any part thereof within the specified completion period, the Nigam shall be entitled at his option.
A) To recover from the contractor, the penalty @ ¼ % (quarter of one percent) of the cost of the unexecuted work per week or part thereof for the remaining period of unjustified delay subject to a maximum of 5% (Five percent) of the cost of the unexecuted work.
B) To cancel the contract at contractor’s cost & risk and get the work completed work from other agencies, if desired at the rates finalized in the CLRC.
C) Besides the above, appropriate action may be taken by the Engineer In-Charge / competent authority to debar the enlisted / registered contractor from taking part in future tenders for a specified period or blacklists him or takes action against him under or as per provisions of the RVPN Rules for enlistment of contractors for E&M works 2007 / vendor Registration Scheme.
D) After completion of the work the Assistant Engineer In-charge of the works shall submit the detailed report indicating the delay in execution of the work activity-wise on weekly basis to the SE (T&C) Sirohi through proper channel for sanction / approval etc.
E) After completion of the work, the contractor shall make his request for time extension, if any, within 30 days to the Engineer In-Charge and action shall be taken by Nigam as per clause 7.0 (d) of Section-II of CLRC.

1.10. GUARANTEE:
This is Line Patrolling & Tree Cutting/ Trimming work order so there will be no guarantee period. But on the date of handing over of completed work to the In-Charge, will monitor/satisfy for the maintenance work including settlement of material account against any defect arising due to bad workmanship.

1.11 CONTRACT AGREEMENT
Before starting the work, the contractor will execute contract agreement on Non-Judicial Stamp Paper worth Rs. 500/- (Five Hundred) duly attested by the Notary Public with notary tickets after placement of the order as detailed below. The contract agreement should be executed within 15 days from the date of receipt of work order failing which the Order Placing authority shall be at liberty to take whatever action deemed proper and fit such as cancellation of order and declaring you defaulter. The Contract Agreement shall be accepted by the Executive Engineer (220KV GSS), RVPN, Sayala.

SIGNING OF CONTRACT AGREEMENT
Two copies of Work Order are being sent to you and you will be required to return second copy of the work order duly signed on each page including amendment(s) issued, if any. Moreover, the contractor while returning duplicate copy of the Work Order duly signed as aforesaid shall also be required to enclose a Non-Judicial Stamp Paper worth Rs. 500/- mentioning under his signature, thereon as under.

\[\text{AFFIXED WITH WORK ORDER No. } \underline{\text{_____________ Dated ____________}.}\]

It may, however be ensured that duplicate copy of work order and other documents as above, should be signed by the contractor himself otherwise are signed by an authorized person holding Power of Attorney. The power of attorney should be attested by the Notary Public. For this, a copy of Power of Attorney in favour of person signing these documents duly notarized in original, should be attached, along with above documents.

1.12 ACCIDENT
During the work if any person gets injured due to any accident, the compensation if any will be paid by you. No payment will be paid by RVPN on this account. You will give an undertaking on Non-judicial stamp paper worth of Rs. 100/- to the effect that RVPNL will not responsible for any injury sustained by your worker due to an accident arising out of the above work and that you will bear the entire cost of such injury or compensation to be paid to your workers. The cost of stamp paper shall be borne by you.

1.13 EXTENSION IN COMPLETION TIME
Any delay due to stoppage of work by the Nigam will be compensated for by way of extension of the completion period.

1.14 FORCE MAJEURE
Force Majeure condition resulting into delay of erection work must be informed to concerned Zonal Chief Engineer (T&C) Rajasthan Rajya Vidyut Prasaran Nigam Limited, Jodhpur within one month of occurrence with copy to all concern.

1.15 TAKING OVER
When the whole of the works have been completed and have passed all the tests on completion prescribed in the contract to the satisfaction of the Nigam, the Engineer In-charge shall issue to the contractor a \(\text{Taking Over}^{\text{\textregistered}}\) certificate as proof of the final acceptance of the work. Such certificate shall not unreasonably be withheld nor will the Engineer In-charge delay the issuance thereof on account of minor omissions or defects, which do not affect the commercial operation and or cause any serious risk to Nigam\(\text{\textregistered}\) system. Such certificate shall not relieve the contractor of any of his obligation which otherwise become due by the terms and conditions of the contract. Contractor shall give an undertaking to finish any outstanding work expeditiously. The system can be charged and taken over if the deficiencies do not materially affect the safety of the system and could be attended while the system is in charged condition. However, the deficiencies shall be listed and intimated to the order placing authority.

1.16 ACCESS TO LOCATIONS
It will be your sole responsibility to take the materials up to the location required. Any pathway, temporary road, temporary bridge, required will have to be provided by you at your cost. If for any reasons the above is not feasible, you shall have to arrange transportation by head loads at your cost.

1.17 DISTRIBUTION OF MATERIALS:
1.17.1 The contractor have to take delivery of all the material directly from the Nigam's store, and keep them in safe custody and transport to the respective maintenance site and will be responsible for any damage to or loss of materials at any stage during transportation or maintenance. The materials that will be issued by the Nigam will be in "as is where is" conditions at the stores centre of the Nigam in the area during working hours.

1.17.2 The maintenance material shall be given from Nigam's store by the Assistant Engineer In-Charge of the work. The material shall be issued to the contractor only after furnishing of valid Indemnity Bond to the Work In-Charge. The Indemnity Bond shall be accepted by the Work In-Charge as per clause No. 1.8.2 of this Section.

1.17.3 All the material shall be thoroughly checked before lifting from Nigam's stores. Once the material is lifted, no complaint for Quantity or quality will be entertained.

1.17.4 The Contractor shall submit the complete Materials Account immediately after the work is completed and in any case not later than 3 months of completion of the line. The MAS Account shall be settled within one month from the date of receipt of MAS by the Work In-Charge.

1.17.5 Recovery of material lost and or damaged shall be affected at double the issue rate. The recovery of shortages of material shall be made only for short members/materials as per their unit mentioned in the bill of material.

1.17.6 All the surplus material shall be returned to the Nigam's site Stores as per instruction of Engineer In-charge of the works immediately after completion of work. This includes unloading of material and stacking it as per instruction of the Engineer In-charge.

1.18 ELECTRICITY RULES
You shall carry out all the works in accordance with revised and latest provision under Indian Electricity Act and Rules made there under.

1.19 ERECTION TOOLS
You shall arrange all types of the Line Patrolling & Tree Cutting Tools required during the Line Patrolling & Tree Cutting at your own cost. The Nigam will issue special T&P if required as per G schedule. Which you will have to return in good condition on completion of maintenance work.

1.20. WASTAGES
The contractor shall make every effort to minimize the breakages, losses and wastages of line material etc. supplied "Free of Cost" by the Nigam, for maintenance work.

1.20.1 The maximum ceiling for wastages permitted is as under.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>% Wastage permitted (Max)</th>
<th>Compensation payable for excess wastage.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Conductor &amp; Earth Wire</td>
<td>1 (One) Percent</td>
<td>Double the Standard Issue Rate</td>
</tr>
<tr>
<td>B Insulators</td>
<td>1 (One) Percent</td>
<td>Double the Standard Issue Rate</td>
</tr>
<tr>
<td>C Nuts &amp; Bolts</td>
<td>2 (Two) percent. No extra</td>
<td>Double the Standard Issue Rate</td>
</tr>
<tr>
<td></td>
<td>Bolts &amp; Nuts will be</td>
<td></td>
</tr>
<tr>
<td></td>
<td>supplied.</td>
<td></td>
</tr>
<tr>
<td>D Hardware &amp; Accessories</td>
<td>1 (One) Percent</td>
<td>Double the Standard Issue Rate</td>
</tr>
</tbody>
</table>

1.20.2 The erection contractor shall return to the Nigam unused items. Conductor & ground-wire having less than 20 meter length will be treated as wastage, but would be required to be returned as far as possible. However, the erection contractor shall compensate the Nigam at double issue rate for the quantities exceeding permitted wastage and material not returned by the contractor.

1.20.3 All the wastage are accountable except for items no 1 of clause No. 1.20.1. The account of permissible wastages shall be maintained at site in the registers as prescribed by the Engineer In-Charge of works, which will be subjected to periodical checking by Nigam's authorized representatives.

1.20.4 The account of wastages shall also be submitted on monthly basis (with running accounts bills) to the Engineer In-charge of works.

1.21 PROGRESS REPORT
Fortnightly progress reports of works & status of material availability in duplicate shall be regularly submitted to the concerned Executive Engineer, Assistant Engineer In-Charge of works with a copy to the Superintending Engineer.

1.22 INSPECTION
Representative of Zonal Chief Engineer (T&C) / Superintending Engineer (T&C) / Executive Engineer 220 KV GSS Sayala/ Engineer In-charge will be free to visit your site store and erection site. They will also be free to verify the Nigam’s material in your custody as and when required.

1.23 EMPLOYEES PROVIDENT FUND
You shall have to submit a certificate with every bill that your establishment is covered under the Employees Provident Fund and Miscellaneous Provisions Act 1952 and is having a separate Code Number with the Provident Fund Commissioner and also that the provident Fund contribution in respect of all the employees employed by you along with Employer’s share of contribution etc. is being deposited with the Provident Fund authorities and shall also submit certified photo copies of the challan of deposits.

1.23.1 In absence of above, you shall be liable to deposit employees’ contribution @ 12% and employer’s contribution @ 12.685% of the wages i.e. 24.685% and other charges in respect of all the employees engaged by you for the said work with RVPN along with details of the employees, their wages and the amount of contribution as per RVPN CPF Rules every month.

1.23.2 In case of non-providing of certificate in annexure-I or Non-providing of details as 1.23.1, 16% of contractor’s first bill shall be deducted to extend the benefits, under various schemes of the EPF & MP Act., 1952 to the laboures/workers. Subsequent bills' payment shall be released only after the contractor provides the names of workers engaged and wages paid to them, so as to make adjustment of deducted sum (16%) and extend benefits of EPF & MP Act, 1952. In case the presented bill is a first and final bill and the contractor has neither attached with the bill, a certificate as above nor provided the names of the employed workers and wages paid to them, as per Nomination (Form D) and membership of EPS, 1995 (Form-2) duly signed by both (employee and contractor) and for forwarding the same duly countersigned to the circle A.O. concerned for allotment of A/c Nos. and taking other actions as provided in circular No. 2877 dated 08/11/2005.

1.23.3 Contractor shall maintain a valid labour license under the contract labour (Regulation & Abolition Act) for employing necessary manpower required by him. In the absence of such license, the contract shall be liable to be terminated without assigning any reason thereof.

1.23.4 All contract/Contractors with the government shall require registration of workers under the building & other construction workers (Regulation of Employment & Conditions of Services Act, 1996 & extension of benefit to such workers under the act. Deduction of CESS at source will be made as per provisions of the said Act in force from time to time.

1.24 DISPUTES:

1.24.1 All disputes, differences, questions whatsoever arising between the purchaser / order placing authority and contractor upon or in relation to or in connection with the contract shall be deemed to have arisen at Sirohi (Rajasthan) and no courts other than the courts in Sirohi shall have jurisdiction to entertain or try the same.

1.24.2 The RVPN has constituted settlement committee to settle disputed cases. The supplier / contractor who wish their disputed case to be referred to the above settlement committees shall deposit nonrefundable requisite fee as per details given below per case in cash / demand draft / pay order with the Accounts Officer (T&C), RVPN, Sirohi and shall furnish receipt thereof with a request for referring their disputed case to the settlement committee for settlement decision.

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Level of Settlement Committee</th>
<th>Requisite Fees in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CE Level Settlement Committee. (Case up to Rs. 2.5 Lacks).</td>
<td>300/-</td>
</tr>
<tr>
<td>2</td>
<td>CMD RVPN Level Settlement Committee. (Case above Rs. 2.5 Lacks).</td>
<td>3000/-</td>
</tr>
<tr>
<td>3</td>
<td>Review of case by CMD RVPN Level Settlement Committee.</td>
<td>5000/-</td>
</tr>
</tbody>
</table>
1.24.3 For settlement, contractor shall furnish in writing their representation indicating the details of disputes / grievances along with requisite settlement fee within a period of six months after receiving communication from T&C Wing giving rise to cause of dispute / grievances.
1.24.4 If the firm wishes to apply for review of the decision of the CE level / CMD level settlement committee then such request shall be entertained only if it is made within three months from the date of conveying such decision to the firm. Any request received after the period of three months from the date of conveying decision shall not be entertained.

1.25 ELECTRIC POWER.
For carrying out erection activities, electricity supply shall be provided free of cost by the department subject to availability at site.

1.26. DAMAGE TO NIGAMS PROPERTY / INSTALLATIONS / MATERIAL.
The contractor will be responsible for safe working at site so as to avoid any chance of damage to Nigam’s material / installations / property at site of work. In case of any damage to Nigam’s material / installations / property, the losses will be recovered from the contractor.

1.27. ACCIDENTS & SAFETY MEASURES.
The contractor shall follow safe method of working so that there is no damage to Nigam’s material and also no injury is caused to any of his workers. The contractor shall be fully responsible for safety of his workers and RVPN will not be responsible for any type of accident minor or fatal to any person at work site. Staff Insurance charges, if any, shall be borne by the contractor. All the Workmen engaged / deployed by you at site for execution of work, shall be adequately insured to meet any unforeseen incident. Safety of all the Workmen, movable & immovable property in vicinity shall be the prime object and full care shall be observed during execution of work. Compensation for any Fatal or Non-Fatal accident taking place during execution of work shall not be paid or shared by NIGAM. Payment of compensation, if any, for any such Fatal or Non-Fatal accident shall be your sole liability. You will instruct all of your workers to not to touch any installation at GSS without the prior permission of the Work In-Charge and his authorized representative at site.

1.28 GENERAL
1.28.1 The various “Terms & Conditions” mentioned in this section shall prevail over the “Terms & Conditions” of CLRC.
1.28.2 Where this Section is silent about any terms and or conditions, then terms and conditions mentioned in the CLRC shall be applicable.

1.29 FURTHER CORRESPONDENCE.
All correspondence pertaining to this work order in respect of any clarification required on “Terms & Conditions” or any other related matter etc shall be addressed to the Executive Engineer(220 KV GSS), RVPN, Sayala with copy to all concerned.