



DAKSHIN HRYANA BIJLI VITRAN NIGAM LIMITED

NOTICE INVITING E-TENDER No. 540/DH/MM/XEN/MM-III DATED: 23.02.2016

Bids are invited in Two Parts through e-tendering system from eligible manufacturers of Vacuum Circuit Breakers/Vacuum Interrupters by CE/MM, DHBVN, Hisar for procurement of the following material on 'FIRM' & 'FOR' destination basis anywhere in Haryana, as per details given below.

Tender Enquiry No.	Name of the item	Quantity (in No.) (for DHBVN)
QD-718	11 KV VACUUM INTERRUPTERS OF VARIOUS MODELS/TYPES TO BE INSTALLED IN VACUUM CIRCUIT BREAKERS AT VARIOUS SUB-STATIONS OF DHBVN complying to Nigam's Technical Specification no. CSC-82/DH/UH/P&D/2014-15.	579

NOTE: - Model wise details has been provided in the tender documents.

- 1) Only those tenders will be considered who fulfill the **Pre -Qualification Conditions** mentioned in the tender documents.
- 2) Only those tender shall be considered who deposit the earnest money and tender cost & E-Service Fee by due date.

Tender Fee (Rs.) (Non –refundable)		EMD (Rs.)	E-service Fees (Rs.) (Non –refundable)	Last date of Downloading of Tender Documents & Bid Preparation
In case of Haryana based MSMEs and KVI Units	Except Haryana based MSMEs and KVI Units			
1000/-	5000/-	2,00,000/-	1,000/-	18.03.2016 13.00 Hours

Information Regarding Online Payment of Tender Document, eService & EMD Fee.

The Bidders can download the tender documents from the Portal: <https://haryanaeprocurement.gov.in>. The Bidders shall have to pay for the Tender documents, EMD Fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between suppliers and online payment authorization networks. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ suppliers online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.

NOTE: If the tenders are cancelled or recalled on any grounds, the tender document fees & e- service fee will not be refunded to the agency.

For any clarification regarding bid preparation and bid submission, please contact: M/s Nextenders (India) Pvt. Ltd.

O/o. DS&D Haryana, SCO – 09, IInd Floor, Sector – 16, Panchkula – 134108
E - mail: Chandigarh@nextenders.com Help Desk: 1800-180-2097 (Toll Free Number)

The Tenderers can submit their tender documents (Online) as per the dates mentioned in the key dates:-

Key Dates

Sr. No.	Department Stage	Tenderer's Stage	Start date and time	Expiry date and time
1	-	Downloading of Tender Documents & Bid Preparation	24.02.2016 11.00 Hours	18.03.2016 13.00 Hours
2	Manual submission of technical documents		Upto 21.03.2016 (15.00 Hrs.)	
3	Technical Opening (Part-I)	-	18.03.2016 15.00 Hours	
4	Short listing of Technical bids & Opening of Financial Bid		Will be intimated to the firms on their E-mails	

List of Annexure

Important Instructions to Bidders	: -	Annexure – I
Commercial Terms & Conditions	: -	Annexure –II
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General Terms & Conditions	: -	Annexure –VI
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DAKSHIN HARYANA BIJLI VITRAN NIGAM

Instructions to bidder on Electronic Tendering System

Annexure-I

- 1) The bidders have to complete 'Bid Preparation & Submission' stage before date & time of closing of online e-tender. If any bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her bid status will be considered as 'bids not submitted'.
- 2) Bidder must confirm & check his/her bid status after completion of his/her all activities for e-bidding. Bidder can rework on his/her bids even after completion of 'Bid Preparation & submission stage' (Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame i.e. before date of closing of online e-tender.
- 3) The bidders already registered at the portal <https://haryanaeprocurement.gov.in> need to re-create password after login with the default password sent to their respective online registered e-mail addresses from Nextenders. And in this regard for any queries please contact at Help Desk: 1800-180-2097 (Toll Free Number).

Information Regarding Online Payment of Tender Document, e-Service & EMD Fee. The Bidders can download the tender documents from the Portal: <https://haryanaeprocurement.gov.in>. The Bidders shall have to pay for the Tender documents, EMD Fees & eService Fee of Rs.1000/- online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.

NOTE: If the tenders are cancelled or recalled on any grounds, the tender document fees will not be refunded to the agency.

This is an e-procurement event of DHBVN. The e-procurement service provider is **M/s Nextenders (India) Pvt. Ltd.**

You are requested to read the terms & conditions (**Annexure- II**) of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on eProcurement Portal:-

All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e - Procurement Portal i.e. <https://haryanaeprocurement.gov.in>. Please visit the website for more details.

2. Obtaining a Digital Certificate:

The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://haryanaeprocurement.gov.in>.

The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:

M/s Nextenders (India) Pvt. Ltd. O/o.
DS&D Haryana,
SCO – 09, IInd Floor, Sector –
16,
Panchkula – 134108
E - mail: Chandigarh@nextenders.com
Help Desk: 1800-180-2097 (**Toll Free Number**)

Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem), he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3 Opening of an Electronic Payment Account:

Tender documents can be downloaded online. Bidders are required to pay the tender documents fees online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://haryanaeprocurement.gov.in>.

4 Pre-requisites for online bidding:

In order to bid online on the portal <https://haryanaeprocurement.gov.in>, the user machine must be updated with the latest Java. The link for downloading latest java applet is available on the Home page of the e-tendering Portal.

5 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at <https://haryanaeprocurement.gov.in>.

6 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://haryanaeprocurement.gov.in>.

7 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

8 Bid Preparation (Technical & Financial) Online/offline Payment of Tender Document Fee, eService fee, EMD fees and Submission of Bid Seal (Hash) of online Bids:

The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ suppliers online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS/ NEFT.

The secure electronic payments gateway is an online interface between suppliers and Debit card / online payment authorization networks.

The bidders shall **upload** their technical offers containing documents qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid).

The bidders shall **quote** the prices in price bid format.

Submission of bids will be preceded by submission of the digitally signed & sealed bid (Hash) as stated in the time schedule (Key Dates) of the Tender.

9 Tender Closing (Generation of Super Hash):

After the submission of bid (Hash) by the bidders, the bidding round will be closed and a digitally signed Super Hash will be generated by the department's authorized officers. The Super Hash is a combined Hash value of Individuals data. Once the online tender is closed, no new Vendor can bid in the tender.

10 Submission of actual online bids (Re-encryption):

The electronic bids of only those bidders who have submitted their sealed bid (Hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. **The bidders who have successfully completed their Bid Preparation stage can only be able to complete the Re-encryption stage.**

NOTE:-

(A) If bidder fails to complete the Online Bid Submission/Re-encryption stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.

(B) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in>.

(C) For help manual please refer to the 'Home Page' of the e-Procurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to bid online' to download the file.



DAKSHIN HARYANA BIJLI VITRAN NIGAM

NOTICE INVITING TENDER NO. 540/DH/MM DATED: - 23.02.2016
For Tender Enquiry no. QD- 718

Annexure-II'

DAKSHIN HARYANA BIJLI VITRAN NIGAM

NECESSARY TERMS AND CONDITIONS FOR NOTICE INVITING TENDER NO.540/DH/MM DATED 23.02.2016 AGAINST TENDER ENQUIRY NO. QD-718 FOR PROCURMENT OF 11 KV VACUUM INTERRUPTERS OF VARIOUS MODELS/TYPES TO BE INSTALLED IN VACUUM CIRCUIT BREAKERS AT VARIOUS SUB-STATIONS of DHBVN.

Sr. No.	Commercial Terms
0.	The terms and conditions stated below shall supersede all relevant conditions, if any, contained in all tender documents including schedule-D and technical specification.
1.	Tenderer must carefully study the technical specifications and general terms and conditions before preparation of tender. All terms and conditions of NIT and Corrigendum (in case of issuance) shall be applicable.
2.	The tenders not meeting the requirement of pre-qualification conditions, necessary terms and conditions of the NIT and Nigam technical specifications shall be rejected.
3.	Tender cost and earnest money must be paid as per instructions given in Annexure-I.
4.	The Bidders shall have to pay for the Tender documents, EMD Fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors/suppliers and online payment authorization networks. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/suppliers online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.
5.	The tenders shall be submitted in two parts. Part-I shall consist of technical details and commercial terms and part-II shall consist of price bids only. Part-II i.e. price bids shall be opened on a date to be intimated separately for the purpose. The hard copy of the tender documents (i.e. technical details and commercial terms only, not price bid) should also be provided as per SOT/key dates.
6.	Detailed procedure for depositing earnest money, order preference to Haryana firms, delivery schedule and other terms and conditions are contained in SOT/key dates & schedule D of tender documents. Each tenderer is required to sign by his authorized representative alongwith stamp, these documents, technical specifications and upload the same alongwith tender.
7.	The tenders should remain valid for 180 days from the date of opening of tender Part-I otherwise the same will not be accepted and rejected out-rightly.
8.	The prices quoted shall be 'FIRM' and on 'FOR' destination basis, anywhere in Haryana. The break-up of prices quoted viz. Ex-works prices, excise duty, cess, sales tax, freight and insurance etc. should be clearly given in the schedule of prices, as per details in the enclosed proforma, which is a must.
9.	Authenticating documents to prove authority of signatory (legal power of attorney in favour of signatory) must be uploaded . Memorandum of article and Memorandum

	of association of the firm shall also be uploaded with the tender. (This condition is not applicable if tender is quoted by authorized dealer of manufacturer).
10.	The tenderer shall give details of immovable property i.e. land, building, machinery, exact location of their property and copy of constitution/balance sheet alongwith the tender. Please upload the document. (This condition is not applicable if tender is quoted by authorized dealer of manufacturer).
11.	Tender not adhering to delivery schedule will not be considered.
12.	Tenderers shall submit their offers in an ambiguous free wording failing which DHBVN interpretation will be final.
13.	The successful bidder shall submit the Bank Guarantee to DHBVN as per requirement of the NIT. However, the B.G. equivalent to 10% of the ordered quantity shall be submitted within 15 days of issue of purchase order. [In case of Haryana based Micro and Small Enterprises (including Khadi and Village industries units), the security deposit will be @ 5% of the value of order]
14.	The revision of price bid after opening of part-I i.e. technical & commercial part of the tender is not allowed. In case of withdrawing the same within the validity period, EMD shall be forfeited.
15.	Purchase Preference: The provision for purchase preference shall be as per policy/ guidelines issued by the State Govt. vide G.O. No. 2/2/2010-4-IB-II dated 19.12.11. This will supersede the purchase preference clause of Haryana Govt. circulated on 28.05.10.
16.	<p>TERMS OF PAYMENT:</p> <p>a) One hundred percent payment shall be made on 30th day from the date of receipt of material by the consignee or date of submission of documents i.e. bills/invoices in triplicate, receipted challan, inspection note, prescribed sale tax/excise duty certificates and excise duty gate pass wherever required etc. whichever is later.</p> <p>b) The Bank Guarantee of the value of 10% of the contract price [In case of Haryana based Micro and Small Enterprises (including Khadi and Village industries units), the security deposit will be @ 5% of the value of order] shall be furnished by the supplier within 15 days from the date of issue of P.O. which should remain valid for 90 days after the expiry of warranty period, failing which:</p> <p>(i) Penalty @ 0.35% per week or part thereof of the value of BG would be charged from due date of submission, till the BG or DD in lieu of BG is submitted by the firm.</p> <p>(ii) In case the performance bank guarantee or DD in lieu of performance security is not submitted within 45 days from the date of issue of P.O. the Nigam reserves the right to cancel the P.O. and forfeit the EMD as well as recover LD charges.</p> <p>(iii) The Bank Guarantee submitted by the tenderer/supplier/contractor as security/performance security will be verified from the issuing Bank branch, before acceptance by the concerned office of the Nigam and the payment to the suppliers/contractors is to be released after receipt of the verification of the Bank Guarantee by the concerned Bank”.</p> <p>(iv) In the event of receipt of material without the receipt of BG, amount equivalent to BG shall be deducted from the payments due to the supplier. Further a rebate of 0.35 percent per week or part thereof shall be availed of by the Nigam if payment is made earlier than the period specified above. The rebate will be calculated on the payable amount. Interest to be given @ Rs. 25/- per Lakh per day after the credit period is over. However, in case delayed supplies, no interest should be paid to the firm due to delay in making the payment by the Nigam.</p> <p>“All payments shall be made by the purchaser/the authorized agent to the Supplier</p>

	in rupees in India."
17.	<p>Early Supplies:-</p> <p>a) In case the material is required by the Nigam and the purchasing Authority requests for the same, then the payment would be regulated as per PO provisions i.e. actual delivery date shall be considered as due date of delivery.</p> <p>b) In case any firm supplies the material earlier than the actual due date of supply, than the payment procedure/terms shall remain the same as per terms & conditions and due date of the lots mentioned in the relevant PO/Work Order.</p>
18.	In case of fake inspection call, the firm shall be liable to bear actual expenditure incurred by the Nigam on this account plus a fixed penalty of Rs. 20,000/- for each such call made by the supplier. In addition to above a fixed amount of Rs. 5,000 per man-day would also be payable by the bidder in case inspecting officer deputed by Nigam and in case of 3rd party inspector, the bills submitted by them. In case of joint inspection, the bidder shall be liable to pay 5,000 per man-day for the Nigam's inspector and amount of actual bills submitted by the 3rd party agency.
19.	Security is liable to be forfeited in case of evidence of cartel formation by the bidder(s). The provision for penal action in case of cartel formation by the bidders shall be as per clause no. 9 of policy (guidelines) issued by the State Govt. vide G.O. no. 2/2/2010-4-1B-II dated 28.05.2010.
20.	<p>WARRANTY: - The supplier shall be responsible to replace, free of cost, with no transportation or insurance cost to the Purchaser, up to destination, the whole or any part of the material which in normal and proper use proves to be defective in quality or workmanship, subject to the condition that the defect is noticed within 18 months from the date of receipt of material in stores OR 12 months from the date of commissioning whichever period may expire earlier. The consignee or any other officer of Nigam actually using the material will give prompt notice of each such defect to the supplier. The replacement shall be effected by the supplier within a reasonable time, but not, in any case, exceeding 45 days. In case the replacement of defective material is not carried out within 45 days of intimation of defects, the supplier shall have to pay interest @ 12% per annum of the value of material lying defective beginning from the date of its receipt in store or date of intimation given by SDO (OP)/SDO (Store) whichever is later upto the date of receipt after replacement/repair. The supplier shall also, arrange to remove the defective material within a reasonable period, but not exceeding 45 days from the date of issue of notice in respect thereof, failing which, the purchaser reserves the right to dispose off defective material in any manner considered fit by him (Purchaser). Any sale proceeds of the defective material after meeting the expenses incurred on its custody, disposal, handling etc., shall however be credited to the supplier's account and set off against any outstanding dues of the purchaser against the supplier. The warranty for 12/18 months shall be one time.</p>
21.	<p>Arithmetical Errors:-In case of any inconsistency in the price furnished, the purchaser shall be entitled to consider the lowest prices for the purpose of evaluation and award of contract. All arithmetical errors will be rectified on the basis of the unit price or total price (in figures and in words) whichever is more beneficial to the purchaser.</p>
22.	In the event of a firm not favoring the delivery commitments of the previous contracts, this fact will weigh against the firm tendering against a subsequent enquiry and be treated as disability. Before issue of the letter of intent or of placing the order, the previous order should be fully discharged or a reliable under taking should be given that it would be done within a reasonable period and within scope of the previous contract, if the firm declines to give this undertaking it would be considered ineligible for competing against any subsequent tender/order and the current order would automatically pass on the next lower firm.
23.	The purchaser reserves the right to reject any or all the tenders received without

	assigning any reason.
24.	Policy decisions/ guidelines on procurement of Stores through the Directorate of Supplies and Disposals as applicable for the state of Haryana, are also applicable in the present case (unless stated /decided otherwise).
25.	The firm failing to accept the LOI after having made commitment before HPPC shall be blacklisted/debarred from doing business with Nigam and earnest money of the firm shall be forfeited.
26.	LOI shall be decided as per prevailing instructions of Govt. of Haryana by HPPC (Nigam).
27.	The bidder shall submit alongwith his tender documents, the details of his production capacity, orders in hand/pending with quantity, value and delivery schedule of the material /equipments in question. Please upload the document. (This condition is not applicable if tender is quoted by authorized dealer of manufacturer).
28.	The bidder shall submit all the requisite documents pertaining to the same plant from where the material will be supplied. Please upload the document. (This condition is not applicable if tender is quoted by authorized dealer of manufacturer).
29.	Blacklisting of the Firms: As the purchase order becomes a valid contract between the purchaser and supplier on the date of its issue, no further changes in the terms and conditions thereof are permissible and any request received in this regard from the supplier should be summarily rejected, making it clear to supply the goods strictly in accordance with the terms and conditions of the contract. It should be noted that such a liability can be enforced on the supplier only if the purchase order does not contain any term or condition contrary to what had been quoted in the supplier's tender. Once this is ensured, any attempt by the supplier to back out of his commitment should be taken seriously and his security be forfeited forthwith, without prejudice to any further legal remedies open to the Nigam under the relevant laws. Where necessary, the case of supplier illegally backing out of the commitment, should also be put up to the Board of Directors for consideration and to decide for black-listing of the firm and damages, if any, to be recovered.
30.	The tenderer must submit a copy of all the documents related to part-I (techno-commercial terms and conditions) uploaded on the site for the said tender, duly certifying that these documents are same as uploaded on the day succeeding the opening date of part-I. (All affidavit & undertakings should be submitted in original with hard copy).
31.	The firms will enter into an agreement with the Nigam to ensure that there is no fall in the prices of the contract and incase of any such price fall, the rates of the material will be revised as per any decrease in price. The price fall clause shall be applicable as per clause No. 7 (iii) of schedule-D.
32.	If more than one bid is submitted by any/one bidder, (having same registered office), the same shall be rejected.
33.	All the other terms and conditions will be as per new guidelines of Govt. of Haryana and schedule-D of Nigam. However, any statutory variation shall be borne by the Nigam.
34.	MODVAT benefits, if any, be included in quoted prices.
35.	On the day the purchaser conveys acceptance to the supplier's offer either through email/fax or by a letter, the date of email/fax or letter will be the date of agreement and the contractual obligations of the supplier will commence from that very date. The supplier will have no right to revoke his offer after the acceptance of purchaser.
36.	The firm should submit Quality Assurance Plan (QAP) with the details of technology being used as required as per Clause-12.1 of schedule-D.
37.	The benefits of Govt. of Haryana office order no- 2/2/2010-4-IB-II dated 24.03.2015 to Haryana based Micro and Small Enterprises (Including KVI units) will be

	admissible only if the concerned Enterprises participate directly in the tender, not through their intermediaries i.e. their dealers/agents and distributors etc. To avail the benefits of Haryana based Micro and Small Enterprises (Including KVI units), the bidders will upload the requisite documents alongwith the tender documents.	
38.	The Qty. can be increased or decreased upto 25% of the NIT Qty.	
39.	Quantity quoted for supply against the instant NIT.	
	WL-34599M3+	307
	V-204	14
	VCB-04/HDX	16
	VS12014	58
	SIVT 12VC 32	19
	HXB-8	11
	VG-2	30
	V-207 old model	4
	V-207 GB	7
	SK-V098	33
	VN-12	15
	VGS-1206-20	10
	15448-CB	10
	VC-32	8
	M-61SCD	6
	WL-33379M3+	5
	FSY-032N615CO	3
	SPMX/ VG2/BW524/99/RO	3
	S&S	3
	WL35566CP	2
	VL-35463-50+	7
	VL-35416-13	5
	AK-G74008/ M61SCD	2
	MHVCB	1
	Total	579
40.	Pre-qualification conditions: The firm quoting against the NIT shall meet with the following qualification requirement without which the firm shall not be considered for placement of order. The PQRs and other liabilities of the bidders shall be as per the offered quantity by the bidder:-	
(i)	The firm should be manufacturer/ authorized dealer of manufacturer of 11 KV VACUUM INTERRUPTERS. (The tender from authorized dealer shall only be accepted, if letter of authority is supplied along with the tender from the prime manufacturer.	
(ii)	The turnover of the firm in any one financial year during the last five financial years should be equal to 50% or more to the estimated cost of the material of the NIT /estimated cost of the material offered. The documents showing turnover should be duly attested by CA and in support of the same, the balance sheet of that particular year should also be attached. (Estimated cost of material of NIT Rs. 1.33 crore). Manufacturing Small Enterprises (Including Khadi & Village industries) that have filed Entrepreneurs Memoranda in Haryana will be entitled to a concession of 50% on the turnover and shall be considered qualifying accordingly.	

	Manufacturing Micro Enterprises that have filed Entrepreneurs Memoranda in Haryana will be entitled to a concession of 75% on the turnover and shall be considered qualifying accordingly. (This condition is not applicable for authorized dealer of manufacturer).	
(iii)	The firm i.e. manufacturer/ authorized dealer of manufacturer can quote any quantity.	
(iv)	Only those firms who have not been blacklisted by DHBVN/UHBVN or any State/Central Govt. Power Utility in India on the date of issuance of NIT shall be entitled to submit the tenders. The firm shall submit an affidavit of non-blacklisting on the non-judicial stamp paper of the appropriate value attested by Notary public.	
(v)	Equivalent/substitute model of VIs, will not be accepted. Only prime manufacturers, OEMs and their authorized dealers & suppliers can quote against the tender.	
(vi)	Note:- All bidders are requested to submit the complete documents along with the bid. Please note that no chance for attending deviation /submitting documents shall be given after opening of the Part-I of the tender.	
41.	The firm/bidder shall offer their price model/type wise as the list enclosed in Annexure-1 of Technical specification no CSC-82/DH/UH/P&D/2014-15.	
42.	<u>Delivery Schedule:-</u> 50% of the ordered quantity shall be supplied within 2 months from the date of issue of purchase order to be placed by CE/MM DHBVN and balance 50% will be supplied within 2 months thereafter. Time is essence of the contract. The material should be supplied to the consignees within 15 days of issue of dispatch authorization or within contractual delivery period whichever expires earlier. After this period, the firm will supply the material at its own risk and responsibility. The acceptances of such material with or without re-inspection upto the scheduled delivery period shall be at the sole discretion of Chief Engineer/MM, DHBVN. Thereafter, Nigam will have a right to refuse or accept such delayed material on the applicable rates, terms & conditions.	

TECHNICAL TERMS																										
All technical terms & conditions as stated in Annexure III of NIT shall apply																			AGREE							
SCHEDULE OF GUARANTEED AND OTHER TECHNICAL PARTICULARS FOR 11 KV VACUUM INTERRUPTERS OF VARIOUS MODELS/TYPES TO BE INSTALLED IN VACUUM CIRCUIT BREAKERS AT VARIOUS SUB-STATIONS of DHBVN																										
Name & Address of Mfg.																			Remarks							
Works Address.																			Remarks							
11 KV VACUUM INTERRUPTERS																										
Type/Model :-	WL-34599M3+	V-204	VC-B-04/HDX	VS1-2014	SIV-T12VC32	HX-B-8	VG-2	V-207 old model	V-207GB	SK-V098	VN-12	VG-S-1206-20	154-48-CB	VC-32	M-61S	WL-33379M3+	FS-Y-032N615CO	SP-MX/VG2/BW524/99/RO	S&S	WL-35566CP	VL-35463-50+	VL-35416-13	AK-G74008/M61S CD	MHVCB	Remarks	
ISS/IEC Reference																										Remarks
ELECTRICAL RATINGS (3 Phase Symmetrical Basis)																										
1)	Rated Frequency - 50/60 Hz																									AGREE
2)	Rated Maximum Line to Line Voltage- 12 kV , r.m.s.																									AGREE
3)	Rated Power Frequency withstand																									AGREE

	Voltage : Air- 36 kV , r.m.s.																			
4)	Rated Impulse withstand Voltage : Air - 95 kV Peak																			AGREE
5)	Rated Normal Current- 2000 A,r.m.s.																			AGREE
6)	Rated Short Circuit Current (3 Phase Symmetrical Basis) - 26.3 kA , r.m.s.																			AGREE
7)	Percentage D. C. component of Rated S.C. Breaking Current (max) - 50 %																			AGREE
8)	Rated Short Circuit making Current - 67 kA , Peak																			AGREE
9)	Rated duration of Short time Current - 3 Sec																			AGREE
10)	Rated Short time withstand Current- 26.3 kA , r.m.s.																			AGREE
11)	Maximum Contact Resistance at Minimum Closing Force - < 30 Micro ohms																			AGREE
12)	Contact resistance after opening -																			AGREE

TECHNICAL SPECIFICATIONS

FOR

11 KV VACUUM INTERRUPTERS

OF VARIOUS MODELS/TYPES TO BE INSTALLED

IN VACUUM CIRCUIT BREAKERS

TECHNICAL SPECIFICATION OF 11 KV VACUUM INTERRUPTERS

1. SCOPE:

This specification covers the design, manufacture, testing, supply and delivery (FOR Destination anywhere in Haryana) of 11 KV Vacuum Interrupters (Max. voltage-12KV, Normal amperes 2000A, Min. short time current rating-26.3 KVA for 3 sec) of various types for various makes of 11 KV Vacuum Circuit Breakers installed at various sub-stations in Discoms in Haryana. Any other parts and accessories which may be required for proper functioning of these material/equipment would be deemed to have been included by the tenderers in the tendered prices, even though the same may not have been specifically mentioned in the specifications. The tenderers will submit their offer strictly as per standard terms and conditions of this Tender Enquiry.

2. STANDARDS

The Vacuum Interrupters shall comply with the requirements laid down in relevant Indian/International Standard Specifications, as amended up to date, or otherwise except for those, which are specifically mentioned/modified by this Specifications. Deviations from these standard specifications, if any, should be clearly brought out in the tender in "Schedule of Deviations" enclosed. These deviations should be supported with full justifications.

Reference standard

1. IEC60056 : High-voltage alternating-current circuit-breakers
2. IEC 62271 : Electromagnetic compatibility
3. IS: 9920 : High Voltage Switches
4. IEC 60265-1 : High Voltage Switches
5. IEC 60694 : High Voltage Switchgear
6. ANSI/IEEE standard is C37.09-1999: For dielectric integrity
7. ANSI N43.3-1993 : Power-frequency withstand voltage tests

3. CLIMATIC CONDITIONS

The equipment is required to operate satisfactorily under the following site/climatic conditions:

3.1 Max. ambient temperature	60C
3.2 Min. ambient temperature	(-)5 ⁰ C
3.3 Minimum Relative Humidity (%age)	26
3.4 Max. Relative Humidity (%age)	100
3.5 Average no. of rainy days per annum	Nearly 120 days
3.6 Average no. of Dust Storm days per annum	35
3.7 Avg. annual rainfall	900 mm
3.8 Maximum wind pressure	195 kg/m ²
3.9 Isokeraunic Level	45
3.10 latitude above mean sea level	1000 m



DAKSHIN HARYANA BIJLI VITRAN NIGAM

4. REQUIREMENT:

The requirement of various types of 11KV Vacuum Interrupters for various makes of 11KV Vacuum Circuit Breakers are as per Annexure -1.

Note:

1. The Vacuum Interrupters (VI's) should be of types as mentioned in Annexure -1 or their equivalent substitute only.
2. In case of equivalent substitute, it should be of 'slip-in type' Interrupter having the matching electrical elements /mechanical configuration and other properties/features in this respect. The equivalent substitute should be of such type that it would be able to fit in the original breakers without any additions, alterations or modifications ,i.e. electrical & mechanical compatibility of equivalent makes of Vis (with the original /Principal Vis) should be ensured.
3. The tenderer must supply the sample of Vacuum Interrupters (VI's) along with their offer. They may be asked to demonstrate regarding its fitment in the breaker.
4. The tenderer will supply the copies of the type tests and other relevant tests of the product as per relevant Indian and International standard from the recognized NABL laboratory.
5. Offer from manufacturers of Vacuum Circuit Breakers/Vacuum Interrupters shall be considered.
6. In case of equivalent substitute of Vacuum Interrupters, this office will have full authority reject/accept the tenders without assigning any reason to the tenderer.
7. DHBVN/UHBVN reserves the right to increase or decrease the quantity at any stage and also reserves the right to place the order on one or more suppliers for the quantity mentioned in NIT.

5. GUARANTEED AND OTHER PARTICULARS

Guaranteed technical data of the Vacuum Interrupters (VI's) should be given in the form of "Schedule of Guaranteed Technical Particulars" attached as Annexure-'II'.

Any other particulars considered necessary by the tenderer may also be given in addition to those listed in the schedule. This information/particulars should be supported with documents wherever required.

6. TESTS AND INSPECTION

6.1 TYPE TESTS

The Vacuum Interrupters shall comply with the requirements of type tests as per the latest edition of relevant ISS/BS/IES and/or other International standards. The copies of these type certificates/reports (which should not be older than 5 years) from NABL test houses should be submitted along with offer or the firm shall submit an affidavit to supply the same within 45 days of issue of LOI/Rate Contract.

6.2 ROUTINE TESTS:

The equipment shall comply with all routine tests as per relevant ISS/BS and IEC. The purchaser reserves the right to carry out the routine tests at the manufactures works. Duplicate copies of all the test Certificates of each item should be submitted to the purchaser for approval. No material shall be allowed for dispatch without prior inspection and approval of test certificates.

7. DRAWING AND LITRATURE:

The tenderer shall submit the dimensional drawings, technical data and descriptive literature/pamphlets along with his tender. It may be noted that tender received without these technical data and drawings shall liable to be rejected.

8. SAMPLES:

The samples of Vacuum Interrupters must be supplied along with the offer/quotation by the Tenderers/Suppliers free of cost at the Purchaser's office. These samples will be returned to them on their request at their risk and cost after the finalization of tender. The offers received without samples shall be rejected. In case of offer of equivalent substitute of VI, if the purchasing authority feels that its suitability in comparison to the original VI is doubtful, the offer will be rejected without assigning any reason.

9. Submission of Quality Assurance Procedure

9.1. Submission of Quality Assurance Procedure

The Vendor / Contractor at the time of submission of the drawings for approval from DHBVN/UHBVN is also required to submit a Quality Assurance Procedure (QAP) of the materials to be supplied for review and approval. In this QAP, the vendor / contractor shall clearly indicate the quality measures being taken by the manufacturer to maintain the quality of the finished product. The drawings/QAP once approved shall not be required to be submitted for approval again.

QAP will indicate the following details:-

- i. Tests being performed on the raw material purchased by manufacturer for manufacturing of the finished product.
- ii. Tests being conducted during manufacturing of the product (In process testing).
- iii. Tests which shall be done on the finished product at the time of pre-dispatch inspection.
- iv. Test results assured by the vendor.
- v. Tests procedure followed for the inspection with full details of test setup etc.

The Inspection shall be carried out on the basis of the approved QAP. All the details provided by the vendor / contractor shall be verified by Nigam / Third Party during the inspection and if any deviation is found from the approved documents, it will be noted in the inspection report.

9.2. Inspection call raised by Vendor / Contractor

The vendor / contractor shall give inspection call notice 20 days in advance of date of readiness of material or as provided in the NIT to the below mentioned agencies:

1. For Work Orders issued by PD&C: CGM / PD&C
2. For Purchase Order issued by MM: CGM / MM
3. For work order issued by Field offices: SE/OP (Concerned)/Const.

The vendor / contractor shall also provide a copy of approved QAP, drawings along with the inspection call. Vendor / contractor should give it in writing that he is ready for the inspection and in case of any default on his part, appropriate action in form of penalty will be taken by DHBVN/UHBVN.

9.3. Material Inspection at DHBVN/UHBVN stores for Nigam Purchase

Checking of material received at DHBVN/UHBVN store shall be carried out as under:

- a) A team of 2 XENs to be nominated by CGM/MM will carry out random checking to ensure quality and quantity of material received in Nigam's stores.
- b) The team will draw sample from each lot received in anyone of the stores to carry out checking as under:-
 - Genuineness of seals provided during inspection
 - Workmanship of material received in store
 - Quantity of material inspected viz-a-viz received quantity.
 - Quality of material received in the store
- c) The above said inspection / checking would be carried out to check all physical parameters as per approved technical specifications of the Nigam / Engineering Design / Drawings.
- d) The above said team would also draw samples randomly for any material for its testing from any NABL accredited testing lab as approved by the Nigam.
- e) A committee of two XENs to be constituted by Director/Projects at random may also draw sample from any lot for cross checking as per (b) & (d) above.

10. PLACE(S) OF MANUFACTURE:

The equipment shall be brand new. The tenderer shall state the make, place(s) of manufacture as well as the places of testing and inspection of the equipment offered in his tender. It shall also be stated whether the equipment offered carries ISI: certification mark or not. The material carrying ISI mark will be preferred.

11. PACKING:

All material should be suitably packed for transportation direct to the consignee and the Supplier shall be responsible for all damages/losses due to improper packing. All boxes shall be marked with the signs indicating up and down sides of the boxes and also unpacking instructions considered necessary by the Supplier. The contents of boxes shall have place marks corresponding to the number in the packing lists to enable easy identification. The prices quoted by the Tenderers shall be deemed to include the cost of packing.

12. GUARANTEE / WARRANTEE

The supplier shall be responsible to replace, free of cost, with no transportation or insurance cost to the Purchaser, up to destination, the whole or any part of the material which in normal and proper use proves the defect in quality or workmanship, subject to the condition that the defect is noticed within 18 months from the date of receipt of material in stores OR 12 months from the date of commissioning whichever period may expire earlier. The consignee or any other officer of Nigam actually using the material will give prompt notice of each such defect to the supplier. The replacement shall be effected by the supplier within a reasonable time, but not, in any case, exceeding 45 days. The supplier shall, also, arrange to remove the defective material within a reasonable period, but not exceeding 45 days from the date of issue of notice in respect thereof,

failing which, the purchaser reserve the right to dispose of defective material in any manner considered fit by him (Purchaser), at the sole risk and cost of the supplier. Any sale proceeds of the defective material after meeting the expenses incurred on its custody, disposal handling etc., shall however be credited to the supplier's account and set off against any outstanding dues of the purchaser against the supplier. The warranty for 12/18 months shall be one time.

13. CHALLENGE CLAUSE

The material offered/received after the inspection by the authorized inspecting officer may again be subjected to the test for any parameter from any NABL Lab/Testing House/in-house technique of the Nigam & the results if found deviating, un-acceptable or not complying with approved GTPs, the bidder shall arrange to supply the replacement within thirty (30) days of such detection at his cost, including to & fro transportation. In addition to this, penalty @10% of cost of the inspected lot of material shall be imposed.

This issues with the approval of CSC members as decided in their meeting held on 09.01.15.

General Manager/P&D
Cum Member Secretary CSC,
UHBVN, Panchkula.

Guaranteed Technical Parameters : Vacuum Interrupter Tube (VI)		
TYPE :		
ISS/IEC Reference :		
❖ ELECTRICAL RATINGS (3 Phase Symmetrical Basis)		
Rated Frequency	50/60	Hz
Rated Maximum Line to Line Voltage	12	kV , r.m.s.
Rated Power Frequency withstand Voltage : Air	36	kV , r.m.s.
Rated Impulse withstand Voltage : Air	95	kV Peak
Rated Normal Current	2000	A,r.m.s.
Rated Short Circuit Current (3 Phase Symmetrical Basis)	26.3	kA , r.m.s.
Percentage D. C. component of Rated S.C. Breaking Current (max)	50	%
Rated Short Circuit making Current	67	kA , Peak
Rated duration of Short time Current	3	Sec
Rated Short time withstand Current	26.3	kA , r.m.s.
Maximum Contact Resistance at Minimum Closing Force	< 30	Micro ohms
Contact resistance after opening	1 X10 ⁻⁶	M-Ohms
Capacitor Switching capacity (Single Bank)	400	A, r.m.s.
Degree of vacuum interrupter inside bottle	<10 ⁻⁷	mbar
❖ MECHANICAL REQUIREMENTS (REF. VCB)		
Contact Stroke	6 - 8	mm
Opening Speed (average of 75% contact gap)	1.0 - 1.3	m/sec
Maximum overtravel during Opening	2	mm
Maximum rebound during Opening	1	mm
Closing Speed (average of last 30% contact gap)	0.7 - 1.0	m/sec
Maximum Contact bounce duration (with maximum 2 bounces	0.002	Sec
Minimum added contact force for rated S.C. making Current (Excluding contact force from atmospheric pressure)	2200	N
At Contact touch Point	227-249	KgF
Final Force	280-308	KgF
❖ MECHANICAL DATA		
Interrupter Weight (Approx.)	To be filled by bidder	Kg
Moving Part Weight (Approx.)		Kg
Contact force from Atmospheric Pressure		Kg
❖ LIFE (ESTIMATED)		
Electrical Life at rated normal Current	30,000	Operations
Electrical Life at rated Short Circuit Current (Minimum)	100	Operations
Mechanical Life	50,000	Operations
Contact Erosion Limit	3	mm
Shelf Life (Minimum)	20	Years



DAKSHIN HARYANA BIJLI VITRAN NIGAM

Annexure-1

Sr. No.	Description of Material:	Qty. (in Nos.)
	11 KV Vacuum Interrupters (Max. voltage-12KV, Normal Amperes 2000 A, Min. short time current rating-26.3 KVA for 3 sec) with following types or their equivalent substitute suitable for various makes of 11KV Vacuum Circuit Breakers:-	
1.	WL-34599M3+	307
2.	V-204	14
3.	VCB-04/HDX	16
4.	VS12014	58
5.	SIVT 12VC 32	19
6.	HXB-8	11
7.	VG-2	30
8.	V-207 old model	4
9.	V-207 GB	7
10.	SK-V098	33
11.	VN-12	15
12.	VGS-1206-20	10
13.	15448-CB	10
14.	VC-32	8
15.	M-61SCD	6
16.	WL-33379M3+	5
17.	FSY-032N615CO	3
18.	SPMX/ VG2/BW524/99/RO	3
19.	S&S	3
20.	WL35566CP	2
21.	VL-35463-50+	7
22.	VL-35416-13	5
23.	AK-G74008/ M61SCD	2
24.	MHVCB	1
	Total	579

Signature of firm with Stamp

AFFIDAVIT

I, _____ Director of M/S _____ with Headquarter at _____ being their authorized signatory, do hereby solemnly affirm and declare that M/S _____ has not been blacklisted by any State/Central Govt. or any of its agencies. I understand that if upon acceptance of our offer dated _____ against DHBVN tender enquiry No. _____ for supply of _____ any P.O. is placed upon us, the same is liable to be cancelled if this declaration is found wrong at any subsequent time and further I understand to compensate the DHBVN, for the consequences arising out of wrong declaration.

Attested by Notary Public.

PRICE SCHEDULE: - The firm/bidder shall offer their price model/type wise as the list enclosed in Annexure-1 of Technical specification no CSC-82/DH/UH/P&D/2014-15.			
i)	Ex-works price in Rs. Per/Unit (a)		
ii)	Discount if any in Rs Per/Unit (b)		
iii)	Excise Duty in Rs. Per unit if applicable. (c)		
iv)	Freight & Insurance Charges in Rs Per/Unit (d)		
v)	VAT/CST in Rs. Per unit as applicable.(e)		
vi)	Any other duty/levy of other taxes in Rs. Per/Unit (if applicable) (f)		
vii)	Total-(a-b+c+d+e+f)		

NIT No. 540/DH/MM

Enquiry No. QD-718

SCHEDULE 'D-I'

DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED TERMS AND CONDITIONS FOR PROCUREMENT OF EQUIPMENTS, STORES AND OTHER MATERIAL

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

- (a) The "PURCHASER" shall mean the DHBVNL or its authorized agent and shall include its Successors in office, and assigns.
- (b) The "SUPPLIER" shall mean M/s _____ and shall include the supplier's legal representatives, successors, and assigns.
- (c) "MANUFACTURERS" shall mean M/s _____ and shall include their legal representatives, successors, and assigns.
- (d) "MATERIAL" all the materials to be supplied by the supplier under the contract as per clause of material specifications, price etc.
- (e) 'SPECIFICATION' shall mean and include the specifications as detailed in the Annexure attached herewith and Drawings attached thereto as well as samples and patterns, (if any).
- (f) The 'SITE' shall mean and include the lands and buildings over/under/upon and in which the materials are to be installed and used in accordance with the terms and conditions.
- (g) 'PLACE OF DELIVERY' shall mean the place of delivery at which the supplier is responsible to deliver the material at the contract price as specified in the clause "Material-Specification: Price etc.
- (h) 'COMMERCIAL USE' shall mean the use to which the material can commercially be put.
- (i) 'MONTH' shall mean a calendar month.
- (j) 'THE TERMS' F.A.S., F.O.R., F.O.B., C.I.F. and other shipping/ despatch terms as used herein, shall have meaning in accordance with their uses in India.
- (k) 'WORK' shall mean and include supply of all the materials, plants and equipment and rendering of other services by the supplier under this contract.
- (l) 'ACT' shall mean the Companies Act 1956 and shall include any statutory amendments, modifications or re-enactment thereof for the time being enforce.
- (m) 'THE NIGAM' shall mean the DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED as incorporated under Companies Act 1956 and shall include its successors and assigns.
- (n) 'MANAGING DIRECTOR' shall mean the Managing Director of the NIGAM duly appointed by the Govt.
- (o) 'CONSIGNEE' shall mean the officer to whom the materials is required to be dispatched or the person specified in the purchase order.
- (p) 'CONTRACT' shall mean the Notice Inviting Tender. Instructions for tenderers, Tender Forms, terms and conditions of contract with their annexures and purchase order/ acceptance of offer/Tender.
- (q) 'DRAWING' shall mean the drawing/drawings annexed to the specification (if any) or as approved by the purchaser.
- (r) 'PURCHASE AUTHORITY' shall mean the officer signing the acceptance of tender and shall include any officer who has authority to execute the relevant contract on behalf of the purchaser.
- (s) 'PURCHASE ORDER' shall mean an order of supply of material including the acceptance of the tender.
- (t) 'ANNEXURE' shall mean the Annexure to the terms and conditions.
- (u) 'ACCEPTANCE OF TENDER' shall mean the letter or memorandum communicating to the supplier the acceptance of his offer (Tender) and shall include advance acceptance of his offer.
- (v) 'TEST' shall mean such test as is prescribed by the Indian Standards Institution or by the Nigam and/or considered necessary by the authorized agents of the purchaser, whether conducted/performed or made by him or any other agency acting under his direction.

- (w) 'DELIVERY' shall be deemed to take place on delivery of the material in accordance with the terms and conditions of the Contract after test and inspection by the purchaser or his authorized agent, to the consignee.
- (x) D.G.S & D shall mean the Director General of Supplies and Disposals, Government of India.
- (y) DS&D shall mean the Director Supply & Disposal, Haryana.

2. PARTIES.

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

Supplier M/s _____

Purchaser: Dakshin Haryana Bijli Vitran Nigam (Hisar)

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

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

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

4. RESPONSIBILITY OF THE SUPPLIER FOR EXECUTING THE CONTRACT.

(I) RISK IN MATERIAL

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

(II) CONSIGNEE'S RIGHT OF REJECTION

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

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

(III) SUBLETTING AND ASSIGNMENT:

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

5. ASSISTANCE TO SUPPLIER

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

6. SECURITY DEPOSIT

- i) The earnest money of lowest (L-1) shall be released after submission of performance Bank Guarantee by the successful bidder i.e. L-1.
- ii) The suppliers agree that they will submit BG equivalent to 10%, as the case may be, of contract value in lieu of retention money.
- iii) Security deposit shall be retained by the purchaser for the period valid for 90 days after the expiry of warranty period as per clause of 'WARRANTY'.
- iv) No claim of the supplier shall lie against the purchaser either in respect of interest or any depreciation in the value of security deposit.
- v) If the supplier fails or neglects to observe or perform any of his obligations under this contract, it shall be lawful for the purchaser to forfeit either in whole or in part, in his absolute discretion, the security deposit furnished by the supplier.

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

7. MATERIAL, SPECIFICATIONS, PRICES, ETC.

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

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

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

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

8. SAMPLE

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

9. (I) DELIVERY

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

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

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

(ii) NOTIFICATION OF DELIVERY:

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

(iii) DAMAGES FOR DELAY IN DELIVERY:

The delivery of material as per the Annexure "B" attached to the Terms and Conditions of Contract (Schedule 'D') shall be the essence of the contract between the supplier and the Nigam and the delivery of such consignment must accordingly be insisted upon the date it is due in terms thereof.

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

(iv) PASSING OF A PROPERTY:

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

(v) TAKING OVER CERTIFICATES:

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

10. FORCE MAJEURE:

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

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

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

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

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

11. WARRANTY

The supplier shall be responsible to replace, free of cost, with no transportation or insurance cost to the Purchaser, up to destination, the whole or any part of the material which in normal and proper use proves to be defective in quality or workmanship, subject to the condition that the defect is noticed within 18 months from the date of receipt of material in stores OR 12 months from the date of commissioning whichever period may expire earlier. The consignee or any other officer of Nigam actually using the material will give prompt notice of each such defect to the supplier. The replacement shall be effected by the supplier within a reasonable time, but not, in any case, exceeding 45 days. The supplier shall, also, arrange to remove the defective material within a reasonable period, but not exceeding 45 days from the date of issue of notice in respect thereof, failing which, the purchaser reserves the right to dispose of defective material in any manner considered fit by him (Purchaser), no liability accruing to the Nigam on this account. Any sale proceeds of the defective material after meeting the expenses incurred on its custody, disposal, handling etc., shall however be credited to the supplier's account and set off against any outstanding dues of the purchaser against the supplier. The warranty for 12/18 months shall be one time.

12. DRAWINGS (If applicable):

- a) The supplier will submit, in quadruplicate, to the Purchaser for his approval (within 15 days) immediately on receipt of his offer's acceptance from the purchaser detailed dimensional drawings of the equipment to be supplied and other general arrangements of the work to be carried out and such other detailed drawings as may be reasonably necessary. Submission of incomplete drawing or any delay in submission of drawing beyond 15 days shall be towards to supplier account.
- b) The drawing will be approved by the purchaser and returned to the supplier within one month from the date of their receipt. Any period beyond one month taken by the purchaser for the approval or otherwise of the contract drawings may be regarded by the Supplier as a ground for extension of time for completion of the work.
- c) In case the firm requests for use of purchaser's drawings, the same shall be provided by getting deposit of Rs.3000 per drawing.

12.1 Submission of Quality Assurance Procedure:-

The Vendor / Supplier at the time of submission of the drawings for approval from DHBVN/UHBVN is also required to submit a Quality Assurance Procedure (QAP) of the materials to be supplied for review and approval. In this QAP, the vendor / supplier shall clearly indicate the quality measures being taken by the manufacturer to maintain the quality of the finished product. The QAP once approved shall not be required to be submitted for approval again.

QAP will indicate the following details:-

- i) Tests being performed on the raw material purchased by manufacturer for manufacturing of the finished product.
- ii) Tests being conducted during manufacturing of the product (In process testing).
- iii) Tests which shall be done on the finished product at the time of pre-dispatch inspection.
- iv) Test results assured by the vendor.
- v) Tests procedure followed for the inspection with full details of test setup etc.

The Inspection shall be carried out on the basis of the approved QAP. All the details provided by the vendor / supplier shall be verified by Nigam / Third Party during the inspection and if any deviation is found from the approved documents, it will be noted in the inspection report.

13. MISTAKES IN DRAWINGS:

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

14. TESTS AND INSPECTION:

The material shall be inspected and tested by the purchaser or his authorised agent before despatch unless dispensed with in writing by the purchaser. The Supplier shall give to the purchaser at least 20 days advance notice for such inspection and test. The Inspection call will be generated in a pre-defined format as per **Annexure – A**.

In case the Inspecting Officer finds on arrival at the supplier's premises that the material was not ready for inspection and that the notice given by the supplier was infructuous, the expenditure incurred by the Nigam on arranging for such inspection will be debited to the firm's account. Besides this a letter of warning shall be issued and it shall be counted towards their performance for all intents and purposes. The manufacturer shall be liable to pay penalty of Rs 20,000/- for each occasion at which the fake inspection call has been made. This penalty would be in addition to the expenses incurred by the Nigam in deputing the Inspecting Officer for carrying out such inspection.

In case the material offered for inspection fails in 1st inspection, the Nigam will have the right to levy a penalty at 0.1 % of the order value. In case the material offered for inspection fail during the 2nd inspection, the Nigam will have the right to increase the penalty to 0.25% of the order value. In case, the material offered fails during the 3rd and final inspection also, the firm will be liable for penal action including forfeiture of BG, debarring/blacklisting in future and no further opportunity for inspection would be provided to the supplier firm.

Nigam intends to purchase only High Quality material. For this purpose sample from lot of the material supplied should be sent to NABL Laboratory for Testing at Nigam's Cost. Any lot shall be finally accepted only when the samples are passed by the NABL Laboratory. In case sample fails, the entire lot shall be rejected which have to be lifted back by the firm at its own cost. If the samples drawn from two or more lots are rejected by the NABL Laboratory the entire balance quantity shall be deemed to have been cancelled and for these reasons, the firm can also be blacklisted for future supplies.

(i) **FACILITIES FOR TESTS AND INSPECTION:-**

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

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

(iii) **LIABILITY FOR COSTS OF LABORATORY TEST:-**

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

(iv) **Material Inspection at the firm's premises:-**

The Inspector shall carry out the inspection at the works of the vendor as per the approved QAP and the progress of the same shall be apprised to the Head of the Department on regular basis. The instructions for the inspecting officers for conducting inspection at the vendor's works are as follows:-

- Inspecting Officer/agency shall contact the firm's representative/s responsible for testing and inform him the time of visit for the inspection by mail. A copy of the mail shall be given to HOD of concerned department for reference and record.
- Inspecting officer(s) will report their arrival at & departure from firm's premises through landline phone to HOD of Inspection Requisition (IR) Agency.
- As soon as the Inspecting Officer reaches the firm's premises for inspection, he shall ask for the list of the materials being offered for inspection.
- In case of change in the quantity from the quantity indicated in the Inspection Call / Requisition, a variation of maximum +20% shall be allowed and the inspecting officer(s) will inform the HOD, about the quantity offered and obtain telephonic approval to be confirmed in writing, later.
- Have a casual round of the premises to cross check the quantity indicated in the Inspection Requisition (IR) or offered for inspection.
- Only ready material to be accepted for testing.
- Randomly tick mark on the packing list to draw the samples as per the sampling procedure indicated in the relevant Indian Standard.
- Append signature on samples with permanent ink marker.
- Obtain copies of raw material / in process tests carried out by the firm as per the QAP. Verify the results as indicated in the QAP.

- Check calibration certificates of testing instruments.
 - Check validity of BIS license, wherever applicable.
 - Test check the testing instruments.
 - The entire inspection procedure shall be videographed. The video shall clearly show the quantity offered for inspection, sample selection & tests carried out.
 - Follow the IS & technical specifications for conducting acceptance tests on samples.
 - All the tests must be witnessed personally by the Inspecting Officer. The Test results shall be noted down separately by the Inspecting Officer. The test results indicated in the final test reports shall be cross-checked with the noted values available with the Inspecting Officer.
 - The copies of the inspection report may be mailed to the IR Agency from the firm's premises itself before leaving the premises.
 - Hard copy of Inspection report alongwith DVD may be submitted on the next date positively.
- (v) The Supplier shall mark or permit the purchaser or his authorised agent to mark all the approved material with a recognised Purchaser's mark. The material which cannot be so marked, shall, if so, required by the Purchaser or his authorised agent, be packed in suitable packages or cases which shall be sealed and marked with such mark.
- (vi) **REMOVAL OF REJECTED MATERIAL:-**
 If any material is rejected by the Purchaser or his authorised agent after tests and inspection or by the consignee, the material so rejected shall be removed from the premises of rejection by the supplier at his own cost. Such rejected material shall under all circumstances lie at the risk of the Supplier from the moment of such rejection; and if such material not removed by the Supplier within a period of 45 days, the Purchaser or his authorised Agent or consignee may dispose off such material in any manner considered fit by him (Purchaser), no liability accruing to the Nigam on this account and retain such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal shall, also be entitled to recover handling and storage charges for the period during which the rejected material is not removed.
- (vii) **CERTIFICATE OF TEST & INSPECTION:-**
 When the test and inspection have been satisfactorily carried out by the purchaser or his agent, the purchaser or his authorised agent shall issue a certificate to that effect and the material will then be dispatched by the Supplier according to despatch instructions of the Purchaser or his authorised agent vide Clause-19 Dispatch Instructions.
- (vii A) **Acceptance of material at the stores:-**
 As soon as the material is received, the store incharge shall verify the seal numbers provided against the items as listed in the inspection report. In case of any discrepancy in the seal numbers, the same shall be brought to notice of inspection Requisition Agency. The store incharge will also carry out the physical checking of material for various parameters and in case of any observation, report the matter to Requisition Agency.

The material found with seal numbers not matching with the list or observed doubtful in physical parameters shall not be taken on books for issue to the field offices.

(viii) POST RECEIPT INSPECTION (Material Inspection at DHBVN/UHBVN stores for Nigam Purchase):-

Checking of material received at DHBVN/UHBVN store shall be carried out as under:

- a) A team of 2 XENs to be nominated by SE/Energy Audit will carry out random checking to ensure quality and quantity of material received in Nigam's stores.
- b) The team will draw sample from each lot received in anyone of the stores to carry out checking as under:-
 - Genuineness of seals provided during inspection
 - Workmanship of material received in store
 - Quantity of material inspected viz-a-viz received quantity.
 - Quality of material received in the stores
- c) The above said inspection / checking would be carried out to check all physical parameters as per approved technical specifications of the Nigam / Engineering Design / Drawings.
- d) The above said team would also draw samples randomly for any material for its testing from any NABL accredited testing lab as approved by the Nigam.
- e) A committee of two XENs to be constituted by Director/Projects at random may also draw sample from any lot for cross checking as per (b) & (d) above.
- f) The material received at the store shall not be issued to field offices before the test reports from NABL accredited lab is received by DHBVN/UHBVN. However, in case of any urgency to issue material in the field, an undertaking may be obtained from the Vendor stating that in case the material fails in the NABL Lab, the cost of replacement of material including its erection and dismantling at site, transport of material from store of DHBVN/UHBVN etc. shall be borne by the vendor. The whole LOT of material shall be considered as rejected in such case.

(ix) TYPE TEST CONDITIONS:-

- i) In case of new firms fresh type test may not be insisted upon, if the type test certificates produced is not more than 3 years old (to be read as 5 years as per Sr. no. 12 of the terms & conditions) and related to a purchase/ supply to any of the utilities.
- ii) If the type test is conducted on a proto-type and the same has not been witnessed by any of the representatives of a Purchasing Organization the same should not be taken as a valid type test. In such cases fresh type test be insisted upon before accepting the supplies, if the orders are placed on such firms and
- iii) In case of those firms whose past supplies made to Nigam, testify the satisfactory performance of the equipment already supplied, a fresh type test may be waived off, in case there is no change in the design.

(x) CHALLENGE CLAUSE:-

The material offered/received after the inspection by the authorized inspecting officer may again be subjected to the test for losses or any other parameter from any Testing House/in-house technique of the Nigam & the results if found deviating, un-acceptable or not complying to approved GTP the bidder shall arrange to supply the replacement within thirty (30) days of such detection at his cost including to & fro transportation. In addition to this penalty @10% of cost of the inspected lot of material shall be imposed.

15. VAT/ CENTRAL SALE TAX

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

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

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

16. DOCUMENTATION :

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

for payment.

17. TERMS OF PAYMENT :

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

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

(b) The bank guarantee of the value of 10% of the contract price shall be furnished within 15 days from the date of issue of LOA which should remain valid for 90 days after the expiry of warranty period, failing which:

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

Further a rebate of 0.35 percent per week or part thereof shall be availed of by the Nigam if payment is made earlier than the period specified above. The rebate will be calculated on the payable amount. Interest to be given @ Rs. 25/- per Lakh per day after the credit period is over. However, in case delayed supplies, no interest should be paid to the firm due to delay in making the payment by the Nigam.

"All payments shall be made by the purchaser/the authorized agent to the Supplier in rupees in India."

18. NEGLIGENCE:

If the supplier shall neglect to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given in writing by the purchaser or is authorised agent in connection with this contract or shall contravene this provision of the contract, the purchaser may give 15 days notice in writing to the supplier to make good the failure, neglect or contravention complained of and should the Supplier fail to comply with the notice within the above said time from the date of service thereof (in case of failure, neglect or contravention capable of being made good, within that time or otherwise within such time as may be reasonable necessary for making it good, then in such case, the purchaser shall be at liberty to take the work wholly or in part out of Supplier's hand and recontract at a reasonable price with any other person (s). in such event, it shall be lawful for the purchaser to retain any balance which may otherwise be due by him to the Supplier on any account, and apply the same towards the execution of the whole of balance of the work so recontracted, as aforesaid, if no such balance is due by him to the supplier or if due, is not sufficient to cover the amount thus recoverable from the supplier, it shall be lawful for the purchaser to recover the whole or the balance of the amount from the supplier by action at law or otherwise. The remedy under this clause will be in addition to and without prejudice to right available to the purchaser under other clause of these terms and conditions.

19. DESPATCH OF MATERIAL AND DESPATCH INSTRUCTIONS:

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

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

20. REPLACEMENT AND REJECTION:

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

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

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

In respect of the defective/sub-standard supplies, the date on which such a supply is replaced shall be reckoned as the effective date of delivery there against and the delay shall be worked out accordingly with reference to the date on which the supply was due as per the terms of contract, for the purpose of determining penalties/liquidated damages recoverable under Clause 9(iv) (in conjunction with clause 14 (x), after taking into account the notice period).

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

21. TERMINATION OF CONTRACT FOR DEFAULT

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

(a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or

(b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser.

(c) If the supplier, in the judgement of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract (The definition of corrupt or fraudulent practices defined under clause-26).

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

22. SET-OFF:

Any sum of money due and payable to the supplier under the contract (including Security deposit returnable to the supplier) may be appropriated by the purchaser and set-off against any claim of the

purchaser for the payment of a sum of money arising out of or under this contract or any other contract entered into by the supplier with the purchaser.

23. SUPPLIER'S DEFAULT LIABILITY :

In the event of breach of any these terms and conditions by the supplier, the purchaser can terminate the contract without Notice to the supplier at any stage and the supplier shall have no claim whatsoever on the purchaser on this account. But the supplier shall be liable to pay to the purchaser a sum equivalent to 10% of the value of the undelivered material as liquidated damages and not as a penalty.

24. LAWS GOVERNING THE CONTRACT

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

25. OPTION CLAUSE

The purchaser retains the right to place order for additional quantity up to a maximum of 50% of the original contracted quantity at the same rate and terms of the contract.

Such an option is available during the original period of contract provided this clause has been incorporated in the original contract with the supplier. Option quantity during extended DP is limited to 50% of balance quantity after original Delivery Period.

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

26. Corrupt or Fraudulent Practices

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

(a) defines, for the purposes of this provision, the terms set forth as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution: and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Nigam, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive the Nigam of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

27. PATENT RIGHTS

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

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees.

The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

28. SETTLEMENT OF DISPUTES

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

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

29. ARBITRATION

All matter questions, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to this Contract whether or not obligations of either or both parties under the contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the Sole Arbitration of the M.D, DHBVN/UHBVN or an officer appointed by the MD, DHBVN/UHBVN as his nominee. The Award of the Arbitration shall be final and binding on the parties to this contract.

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

The arbitrator may from time to time with the consent of parties to the contract enlarge the time for making the Award. The venue of arbitration shall be the place from which the acceptance of offer is issued or such other place as the arbitrator in his discretion may determine.

The parties to the contract agree that cost of arbitration shall be as per the instructions of the Nigam issued/prevalent on the date of appointment of arbitrate tribunal.

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

Place:

Date:

Signature of the Supplier.

(TO BE FILLED IN AND SIGNED BY THE TENDERER)
SCHEDULE OF DEVIATIONS

We/I have carefully gone through the Technical Specification and the general conditions of contract and we/I have satisfied ourselves/myself and hereby confirm that our/my offer strictly conforms to the requirements of the Technical Specifications and general conditions of contract except for the deviations which are given below:-

Sr. No.	Description	Stipulation in specification	Deviations offered	Remarks.
A.	<u>Commercial Terms:</u>			
	Clause No.			
B.	<u>Technical Specifications:</u>			
	Clause No.			

(Please use more Sheets, if required).

Designation

Name

Status

Dated:

Whether Authorized Signatory of the
Tendering Company

Place:

Name of the Tendering Company

**(REFERRED TO IN REGULATION 15.1.1)
BANK GUARANTEE PROFORMA**

This agreement is made this _____ day of _____ (a) between _____ (b) a company registered under banking Companies Act/or any other Act to be specified, having its registered office at _____ (c) called the guarantor which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns of the first part M/s _____ (d) a Company/firm registered under the companies Act 1956/ partnership firm/proprietorship firm having its registered office at _____ (e) (hereinafter called the suppliers which expressions shall unless repugnant to the context or meaning thereof, include its successors and assigns) of the second part at the DHBVNL, a body corporate under company Act 1956 (hereinafter called the purchaser, which expressions shall unless repugnant to the context or meaning thereof, include its successors and assigns) of the third part.

Whereas the supplier has interalia agreed with the purchaser to supply the purchaser _____ (f) on the terms and conditions contained in the contract No. _____ dated _____ -- (g) placed by the purchaser on the suppliers and accepted by the suppliers.

And whereas under clause _____ (h) of the said contract, the supplier is required to furnish a bank guarantee for a sum of Rs. _____ (i) being the _____ (j) value of all the consignments of the above material on account of retention money, which but for this guarantee value be withheld by the purchaser till such time that the material is received in good condition and in accordance with the specification of the same to guarantee the payment of the retention money on bills submitted against supply of material/repair of equipment on order from time to time upto a maximum amount of the sum Rs. _____ (k).

And whereas at the request of the supplier the purchaser has agreed not to retain _____ (l) of the contract price of all the consignments and in lieu thereof to accept Bank Guarantee from the Guarantor for the due performance of the said contract by the said supplier on the terms and conditions herein contained. Now this deed, therefore, witnesseth and it is hereby agreed by and between the parties hereto as follows:-

The Guarantor hereby guarantees to the purchaser the quality, workmanship and design of all the consignments of _____ (m) in accordance with the prescribed specifications and the terms of the said contract and agrees to indemnify and keep indemnified the said purchaser to the extent of Rs. _____ (n) in the aggregate against all losses, damages, costs, charges and expenses which maybe suffered or incurred by the purchaser on account of any defect in the material supplied or on account of any breach on the part of said supplier or any of the terms and conditions of the said contract in the supply/repair of the

consignments. The guarantor further agrees the said purchaser shall be the sole judge whether the supply/repairs have been made according to the prescribed specifications, design and workmanship as laid down in the said contract and the supplier had committed breach or breaches of any of the terms and conditions of the said contract and the extent of loss/damage, cost, charges, I or expenses suffered or incurred by the purchaser on account thereof and the guarantor shall immediately on receipt of any claim or claims from the said purchaser pay to the extent of the amount specified above “without demur or objection”.

The guarantor further agrees that this guarantee shall remain in full force and effect for _____(o) months from the date of dispatch of material by the said supplier under the said contract i.e. upto _____(p)

The guarantor also agrees and undertakes not to revoke this guarantee before the same is discharged as aforesaid except with the previous consent of the said purchaser in writing.

The guarantor here by further agrees that the said purchaser shall have the full liberty without effecting in any manner the obligation of the guarantor hereunder with or without the consent of the guarantor to vary any of the terms of the said contract or to extend time for performance of the said contract by the supplier from time to time or to postpone for any time or from time to time any of the power exercisable by the purchaser against the said supplier and either to forbear or enforce any of the terms or conditions relating to the said contract and the guarantor shall not be relieved from his liability by reasons of any variation or any extension being granted to the said supplier or for any forbearance, act or omission on the part of the said supplier or any indulgence by the said purchaser to the said supplier or any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the guarantor. Nor shall it be necessary for the said purchaser to sue the said supplier before suing the said guarantor for the amount/damages due under the deed of guarantee.

In witness whereof the parties hereto put their respective hands on the day and the year first above mentioned.

1. Witness

2. Witness

Signature of the Guarantor

1. Witness

2. Witness

Signature of the Supplier

1. Witness

2. Witness

Signature of the CE/MM

For & on behalf of the DHBVN

Note:–

1. Date of execution of Bank Guarantee.
2. Name of Bank
3. Complete address of the Bank.
4. Name of the supplier
5. Permanent address of the firm
6. Quantity and description of material
7. PO No. and date
8. Payment clause
9. Amount of Bank Guarantee
10. %age of the contract price
11. Amount of Bank Guarantee should be both in figure and words
12. Name of the material
13. Bank guarantee amount
14. Number of months
15. Date of validity

ANNEXURE – A

Format for raising Inspection Call by the Vendor / Contractor

From,
Name of the Firm with Complete Address

To,
Concerned Department (CGM(PD&C)/CGM(MM)/SE(OP))
Address

Subject:- Inspection Call for _____ No [Items] as per Work Order / Purchase Order No - _____
dt. _____

Sir,
This is with reference to subject cited Work Order / Purchase Order. We would like to inform that below mentioned material is ready for Inspection:

Sr No	Item Description	Quantity as per WO/PO	Quantity already Inspected & supplied	Quantity offered for Inspection	Balance Quantity	Contract Delivery Period

It is requested to kindly depute an officer for inspection of the materials. The name and contact details of the person responsible for getting the inspection conducted is:-

_____ [Contact Details of Person]
_____ [Date and Place for Inspection]

Signature
Name
Designation
Company Seal

Note:-

DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED.

DELIVERY SCHEDULE AGAINST QD. NO- 718

Name of the item	Quantity (in Nos.) for DHBVN	Name of Consign ee	Delivery schedule
11 KV VACUUM INTERRUPTERS OF VARIOUS MODELS/TYPES TO BE INSTALLED IN VACUUM CIRCUIT BREAKERS AT VARIOUS SUB-STATIONS of DHBVN complying to Nigam's Technical Specification no. CSC-82/DH/UH/P&D/2014-15.	579	Any where in Haryana	<p>50% of the ordered quantity shall be supplied within 2 months from the date of issue of purchase order to be placed by CE/MM DHBVN and balance 50% will be supplied within 2 months thereafter. Time is essence of the contract</p> <p>The material should be supplied to the consignees within 15 days of issue of dispatch authorization or within contractual delivery period whichever expires earlier. After this period, the firm will supply it at its own risk and responsibility and the acceptances of such material with or without re-inspection upto the scheduled delivery period shall be at the sole discretion of Chief Engineer/MM, DHBVN. Thereafter, Nigam will have a right to refuse or accept such delayed material on their rates, terms & conditions.</p>

Signature of Supplier