



उत्तर दक्षिण हरियाणा बिजली वितरण निगम
UTTAR DAKSHIN HARYANA BILJI VITRAN NIGAM



NOTICE INVITED TENDER No.541/DH/MM/XEN/MM-II

DATED:03.03.2016

Offer is invited Two Parts through e-tendering system from eligible manufacturers of 5 MVA, 33/3.3 KV Power Transformers by CE/MM,DHBVN, Hisar for the supply of following material on Variable & FOR destination basis anywhere in Haryana, as per details given below: -

SCHEDULE OF MATERIAL: -

Tender Enquiry No.	Description of item	Name of the Utility	Qty.
QD-719	Three phase, 50 Hz, 5 MVA, 33/3.3 KV Step down, outdoor ONAN Power Transformers complete with all accessories/fittings and conforming to Nigam's Technical Specification No. CSC-78/DH/UH/P&D/2013-14 (with amendment) and relevant ISS with latest amendments.	DHBVN	02 Nos.
		UHBVN	02 Nos.
		Total	04 Nos.

- 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 & transaction fee by due date.

Tender Fee (Non-refundable)		EMD	e-Service Fees (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			
Rs. 1,000/-	Rs. 5,000/-	Rs. 2,00,000/-	Rs. 1,000/-	07.04.2016 13:00 Hours

Note:- MSMEs means (Manufacturing micro and small Enterprises) and KVI means (Khadi and Village Industries)

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 & eService Fee 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 & 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)

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	11.03.16 at 13:00 Hours	7.04.16 at 13:00 Hours
2	Manual submission of technical documents		-	8.04.16 at 13:00 Hours
3	Technical Opening (Part-I)	-	7.04.16 at 15:00 Hours	---
4	Shortlisting of Technical bids & Opening of Financial Bid		Will be intimated to the firms on their E-mail	

List of Annexure

Important Instructions to Bidders	:- Annexure – I
Commercial Terms & Conditions	:- Annexure -II
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Affidavit for NON Blacklisting of FIRM	:- Annexure - IV
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Annexure-I

Instructions to bidder on Electronic Tendering System

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 document 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 <http://haryanaeprocurement.gov.in>.

4 Pre-requisites for online bidding:

In order to bid online on the portal <http://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 <http://haryanaeprocurement.gov.in>.

6 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <http://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/ contractors 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 contractors and Debit card / online payment authorization networks.

The bidders shall **upload** their technical offer 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 successfully have 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 <http://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.



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Annexure-II'

DAKSHIN HARYANA BIJLI VITRAN NIGAM
NECESSARY TERMS AND CONDITIONS FOR NOTICE INVITING TENDER NO. ____/DH/MM DATED
____.02.2016 AGAINST TENDER ENQUIRY NO. QD-____ FOR THE SUPPLY OF 5 MVA,33/3.3 KV POWER
TRANSFORMERS.

Sr. no	Commercial Terms	Response
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.	AGREE
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 shall be applicable.	AGREE
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.	AGREE
3.	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 payments 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.	AGREE
4.	Detailed procedure for depositing earnest money, order preference to Haryana firms, delivery schedule and other terms and conditions are contained in SOT & schedule D of tender documents. Each tender documents is required to be signed by his authorized representative alongwith stamp and upload the same thereafter.	AGREE
5.	The tenders should remain valid for 180 days from the date of opening of Part-I otherwise the same will not be accepted and rejected out-rightly.	AGREE
6.	The prices quoted shall be 'Variable' as per latest IEEMA formula and 'FOR' destination basis anywhere in Haryana. The breakup of prices quoted viz. Ex-works prices, excise duty, cess, sales tax, freight and insurance etc. should be clearly given in schedule of prices as per details in the enclosed Performa, which is a must. The base date for updating the price will be first working day of the month, one month prior to the date of tender opening with maximum +10% ceiling but on negative side it will be upto any extent.	AGREE
7.	Authenticated 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 upload with the tender .	AGREE
8.	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 .	AGREE
9.	Tender not adhering to the delivery schedule will not be considered.	AGREE
10.	Being non standard rating of item, the type test certificates of the offered material will not be insisted upon.	AGREE
11.	If more than one bid is submitted by any/one bidder, (having same registered office), the same shall be rejected.	AGREE
12.	The deviations in Technical & Commercial terms and Conditions, if any, must be brought out clearly on the performa enclosed, failing which it will be	AGREE

	presumed that the same are acceptable in to-to. Tenders with deviations are liable to be ignored and the price bid will not be opened.	
13.	Tenderers shall submit their offer in an ambiguous free wording failing which DHBVN/UHBVN interpretation will be final.	AGREE
14.	The tenders shall be submitted in two parts. Part-I shall consist technical details and commercial terms and part-II shall consist price bid only. Part-II i.e. price bids shall be opened on a date to be intimated separately for the purpose.	AGREE
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 I B II dated 19.12.2011. This will supersede the purchase preference clause of Haryana Govt. circulated on 28.05.2010.	AGREE
16.	The revision of price bid after opening of Part-I i.e. technical and commercial of the tender is not allowed. In case of withdrawing the same within the validity period, EMD shall be forfeited.	
17.	If any of the firm fails to supply the T/Fs within stipulated delivery period, then the leftover quantity of said firm shall be considered for allocate to the firm (s) supplying material under the same NIT and performing better. This clause shall be applicable after issuance of purchase order of the minimum quantity of Rate Contract and with mutual consent of Nigam and the remaining suppliers under the same NIT. The defaulting firm shall have to fulfill its contractual obligations against the minimum quantity of the rate contract, else is shall have to bear penal action as per the provisions in the NIT.	AGREE
18.	Arithmetical Errors: - in case of any inconsistency in the price furnished, the purchaser shall be entitles 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.	AGREE
19.	In the event of a firm not favoring the delivery commitments of the previous contracts, this fact will weight 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.	AGREE
20.	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 78 months from the date of receipt of material in stores or 72 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 the receipt after replacement/repair. The supplier	AGREE

	<p>shall, also, arrange to remove the defect 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), 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 78/72 months shall be one time.</p> <p>In addition to above, warranty should be extended by the supplier for the period for which the service was not rendered by the material/equipment supplied by the supplier which would be allowable for one occasion only. In case of recurrence, the material/ equipment shall have to be replaced afresh or cost of the material shall be recoverable from the pending liabilities of the supplier/contractor towards Nigam.</p> <p>After completion of overall warranty period, if it is found that any T/F damaged within warranty period is still lying in the store/field/with the firm then equivalent amount of cost of T/F as BG shall be accepted. After receipt of fresh BG, the old BG should be released.</p>	
21.	<p>TERMS OF PAYMENT:</p> <p>Subject to any deductions which the purchaser may be authorized to make under this contract, the payment for the material shall be made as under:-</p> <p>100 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, transport challan, price fall certificates and excise duty gate pass wherever required etc., whichever is later.</p> <p>The Bank Guarantee of the value of 10% [In case of Haryana based Micro and Small Enterprises (including Khadi and Village industries units), the security deposit will be @ 5%] of the 50% of minimum qty. of rate contract shall be furnished by the supplier within 15 days from the date of issue of Rate Contract which should remain valid for 90 days after the expiry of warranty period, failing which:</p> <p>i. The issue of Purchase order(s) will be withheld by the concerned authority till the receipt of performance bank guarantee or DD in lieu of performance security.</p> <p>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.</p> <p>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 Rate Contract, the Nigam reserves the right to cancel the RC and forfeit the EMD as well as recover LD charges and initiate the action for allotment to L-2 firm or apportion the same to the other L-I bidder(s), as the case may be, as selected by the HPPC (Govt./Nigam).</p> <p>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 supplier/contractors shall be released after receipt of the verification of the Bank Guarantee by the concerned Bank".</p> <p>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.</p> <p>Further a rebate of 0.35 percent per week or part thereof shall</p>	AGREE

	<p>be availed of by the Nigam if payment is made earlier than the period specified above. The delay in payments to the supplier beyond the stipulated credit period indicated in the supply order, unless supported by cogent reasons and approved by a higher authority, would attract penal interest on the defaulting amount @ Rs. 25/- per one lakh per day of delay beyond the stipulated credit period. Payment of such interests would be brought to the notice of the Administrative Secretary of the department and call for fixation of responsibility. However, in case of delayed supplies, no interest shall 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 or his authorized agent to the supplier in rupees in India</p>	
22.	Nigam's Technical Specification shall be applicable bearing no. CSC- CSC-78/DH/UH/P&D/2013-14, (duly approved in CSC).	AGREE
23.	EMD 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. 2/2/2010-41 BII dated 28.5.2010.	AGREE
24.	The purchaser reserves the right to reject any or all the tenders received without assigning any reason.	AGREE
25.	The firm failing to accept the LOI/RC after having made commitments before HPPC shall be blacklisted/ debarred from doing business with Nigam and earnest money of the firm shall be forfeited.	AGREE
26.	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.	AGREE
27.	The bidder shall submit all the requisite documents pertaining to the plant from where the material will be supplied. Please upload the document.	AGREE
28.	List of customers to whom the material in question has been supplied/orders executed financial year wise and their performance certificates shall be enclosed by the Tenderer. Please upload the document.	AGREE
29.	No change in GTPs/technical parameters/drawings submitted alongwith bid shall be allowed in case the offered material is as per technical specification of Nigam.	AGREE
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 certified that these documents are same as uploaded day on the following day after opening of part-I. (All affidavit & undertakings should be submitted in original with hard copy).	AGREE
31.	<p>Submission of Quality Assurance Procedure</p> <p>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.</p> <p>QAP will indicate the following details:-</p> <ol style="list-style-type: none"> 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. <p>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</p>	AGREE

	will be noted in the inspection report.	
32.	The firms will enter into an agreement with the Nigam to ensure that there is no fall in the prices of the rate contract and in case of any such price fall, the rates of the material will be revised as per any decrease in price.	AGREE
33.	MODVAT benefits, if any, be included in quoted prices and confirmed in bid submission.	AGREE
34.	All the other terms and conditions will be as per latest guidelines of Govt. of Haryana and schedule B,C,D of Nigam. However, any statutory variation shall be borne by the Nigam, during contractual delivery schedule only.	AGREE
35.	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 this case (Unless stated /decided otherwise).	AGREE
36.	Blacklisting of the Firms: As the purchase order becomes a valid contract between the purchaser and supplier on the date of its issue, no further changes in the terms and conditions thereof are permissible and any request received in this regard from the supplier should be summarily rejected, making it clear to supply the goods strictly in accordance with the terms and conditions of the contract. It should be noted that such a liability can be enforced on the supplier only if the purchase order does not contain any term or condition contrary to what had been quoted in the supplier's tender. Once this is ensured, any attempt by the supplier to back out of his commitment should be taken a serious and his earnest money deposited be forfeited forthwith, without prejudice to any further legal remedies open to the Nigam under the relevant laws. Where necessary, the case of supplier illegally backing out of the commitment, should also be put up to the Board of Directors for consideration and to decide for black-listing of the firm and damages, if any, to be recovered.	AGREE
37.	On the day the purchaser convey acceptance to the supplier's offer either through telegram/fax or by a letter, the date of telegram/fax or letter will be the date of agreement and the contractual obligation of the supplier will commence from that very date. The supplier will have no right to revoke his offer after the acceptance of purchaser.	AGREE
38.	In case of delayed supply (beyond overall delivery schedule), the same may be considered and accepted by the purchaser with levy of penalty as per provision of PO and for computing the price variation the lowest IEEMA indices announced by IEEMA during the intervening period from the date of issue of PO and the date of actual delivery, would be made applicable. In case of delayed lots, for computing the price variation the lowest IEEMA indices announced by IEEMA during the intervening period of the schedule date of delivery to actual date of delivery would be applicable.	AGREE
39.	Early Supplies:- a) in case the material is required early by the Nigam and the purchasing authority requests for the same, then the payment and IEEMA would be regulated as per PO provisions i.e. actual delivery date shall be considered as due date of delivery. b) in case any firm supplied the material earlier than the actual due date of supply, then the payment procedure/terms shall remain the same as per terms and conditions and lots due date mentioned in the relevant PO/work order. Moreover, in case of price variation, the lowest IEEMA between the actual date of delivery and scheduled date of delivery would be made applicable.	AGREE
40.	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 3 rd party inspector, the bills submitted by them. In case of joint inspection, the bidder shall be liable to pay Rs. 5, 000 per man-day for the Nigam's inspector and amount of actual bills submitted by the 3 rd party agency.	AGREE
41.	The benefits applicable vide 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	AGREE

	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 along with the tender documents.	
42.	Drawings:- 1. The successful bidder shall submit the drawing as per Nigam's specification/design and QAP within 45 days from the date of issue of LOI. 2. Time taken in any clarification of the drawings and QAP will be attributable to the supplier. In this case, the delivery schedule shall commence from the date of approval of drawings/QAP OR 56 th day from the date of issue of LOI. whichever is earlier. The 1 st lot of Power Transformers will be delivered in the stores within 45 days after commencement period or within 101 th day from the date of issue of LOI whichever is earlier .	AGREE
PQRs		
45.	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 min. quantity of the rate contract.	
(i)	The firm should be ISO-9001:2008 certificate or above and should be a manufacturer/authorized agent of manufacturer, if Manufacturer being outside India. (His agent shall have the necessary testing facilities in India).	AGREE
(ii)	The turnover of the firm in any one financial year during the last five financial years should be equivalent or more to the estimated cost of the material of the NIT (1.45 Crores)/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 financial year may also be attached. 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 entitled to a concession of 75% on the turnover and shall be considered qualifying accordingly.	AGREE
(iii)	Past Performance of the firm with DHBVN or UHBVN or any Central/State Govt. Power Utility in India should be satisfactory in adhering to the delivery schedule relating to purchase of material only. On the date of opening of bid, the bidder should have completed at least 50% supply of the ordered quantity within contractual delivery period against the latest completed purchase order of any rating/capacity at 33 KV or higher level executed for UHBVN and DHBVN & any other power utility subject to the condition that PO has been executed successfully with or without levy of penalty or delivery extension. If bidder has not supplied any material to DHBVN/UHBVN, Nigam shall get pre-order inspection of his facilities done to be sure of his manufacturing capabilities. The supplies should be considered preferably against direct purchase orders placed by central/state Govt. Power Utility for supply of tendered items. However, the offered material supplied against Turnkey works shall be accounted for in adjudging the past performance where offered material was supplied to Haryana DISCOMs for consideration of supplies against turnkey works i.e if the potential supplier qualifies in PQR clause (v) then he shall be qualifying PQR clause (iii). However, for PQR clause (iii) & (v) for turnkey supplies, a continuous period of 12 month shall be considered as valid periodicity instead of a calendar year or a financial year. For consideration of supplies against turnkey works, the T/Fs should have been successfully energised on the date of opening of tender (Part-I)	AGREE
(iv)	Minimum quantity to be quoted shall be 25% of the NIT. Any offer below 25% of the NIT	AGREE

	qty. shall be rejected and its price bid shall not be opened.	
(v)	<p>The firm bidding 25% or more of NIT quantity should have supplied at least 50% of the offered quantity of any rating/capacity at 33 KV or higher level in any one financial year during the last 5 financial years to UHBVN/ DHBVN or any other Power Utilities. The capacity wise list of supplies for that particular financial year duly attested by CA must be attached.</p> <p>The past experience of the suppliers on the basis of supply of total MVA of assorted ratings of Power T/Fs (33KV and above levels) in any one year during the last 5 years to UHBVN/DHBVN or any other Power Utility may be considered</p> <p>The turnkey experience of the suppliers for the aforementioned material in respect of DISCOMs of Haryana should also be included while considering the numerical value of 50% material (in shape of MVA) having been supplied by the suppliers to qualify towards past experience. The performance of the suppliers in respect of their turnkey experience should also be got verified from the Construction Wing of the concerned Utility.</p> <p>Haryana State SSI units shall be considered qualifying this clause provided they have supplied at least 25 % of offered quantity to any power utility in any one year during the last five financial years.</p>	AGREE
(vi)	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.	AGREE
46.	Note: - All bidders are requested to upload the complete documents along with the bid. Please note that no chance for attending/submitting the documents shall be given after opening of the Part-I of the tender.	AGREE
47	<p><u>Documents required for PQR clause No. iii:-</u></p> <p>i) Receipted delivery challans / certificates from the power utilities regarding supply of 50% of the Qty. of P.O. within delivery schedule against last completed purchase order along with affidavit (Performa attached at Annexure-X).</p> <p>ii) For suppliers who have supplied the material against last P.O. to DHBVN or UHBVN are not required to submit proof. However, affidavit is required from the suppliers that they have supplied the material in last purchase order to DHBVN/UHBVN.</p> <p>THE ABOVE DOCUMENTS MAY BE UPLOADED (UPTO 10 MB)</p>	AGREE
48	<p><u>Documents required for PQR clause No. -v</u></p> <p>i.) Documentary proof (copy of receipted challans) from the utility regarding supply of at least 50% of the offered quantity of any rating/capacity at 33 KV or higher level material in any one year during the last five years.</p>	AGREE
49	<p><u>Delivery Schedule: -</u></p> <p>The 1st lot of power transformers (50% of ordered qty.) shall be delivered in the stores within 45 days after the date of commencement of delivery schedule (i.e. from the day of approval of drawing/QAP) or within 56th day from the date of issue of LOI whichever is earlier and the balance supply shall be made 45 days thereafter.</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</p>	AGREE

	<p>earlier. After this period, the firm will supply it at its own risk and responsibility and the acceptance of such material with or without re-inspection upto the scheduled delivery period shall be at the sole discretion of Chief Engineer/MM. Thereafter, Nigam will have a right to refuse or accept such delayed material on their rates, terms & conditions.</p>	
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Annexure-III

	<u>TECHNICAL TERMS</u>	
50	All technical terms & conditions as stated in Annexure III of NIT shall apply	AGREE
	SCHEDULE OF GUARANTEED AND OTHER TECHNICAL PARTICULARS FOR 33/3.3 KV, 5 MVA Power T/F	
1.	Name of the Manufacturer	Remarks
2.	Normal continuous rating with ONAN cooling	Remarks
3.	Normal ratio of transformer	Remarks
4.	Phase Connections	Remarks
a)	HV winding	Remarks
b)	LV Winding	Remarks
c)	Vector Group Reference	Remarks
5.	Max. Temperature rise of oil over ambient air Temperature of 50 ⁰ C	Remarks
6.	Max Hot spot Temperature under normal full load conditions with Max. Yearly weighted ambient temperature of 32 ⁰ C	Remarks
7.	Max. Temperature rise of winding by resistance over a Max. Ambient air temperature of 50 ⁰ C	Remarks
8.	Temperature Gradient between oil and winding	Remarks
9.	Calculated time constant of cooling system	Remarks
10.	No Load loss at normal ratio, rated voltage and rated frequency without any tolerance	Remarks
11.	Load loss at 75 ⁰ C	Remarks
12.	a) Auxiliary Losses	Remarks

	b) No. of cooling fans	Remarks
13.	Impedance voltage at normal current and voltage at 75 ⁰ C average winding temperature at Tap No. 3	Remarks
14.	Reactance voltage drop expressed as percent of rated voltage	Remarks
15.	Efficiency at normal ratio, rated voltage, rated frequency and 75 ⁰ C average winding temperature at	
	a)Rated Load	Remarks
	b) ³ / ₄ Rated Load	Remarks
	c) ¹ / ₂ Rated Load	Remarks
16.	Regulation at rated load and at	
	a)Unity Power Factor.	Remarks
	b)0.8 Power Factor (Lagging)	Remarks
17.	Max Flux density at normal Voltage and frequency in	
	a)CORE	Remarks
	b)YOKE	Remarks
18.	Limit for over fluxing	Remarks
19.	Max Current Density at Continuous Maximum Rating in	
	a)HV Winding	Remarks
	b)LV Winding	Remarks
20.	Magnetizing current and its power factor at normal ratio and frequency	Remarks
21.	CORE	
	a)Whether core laminations are of cold rolled grain oriented silicon steel/amorphous	Remarks
	b)Insulator material of core laminations	Remarks
	c)Detail of oil duct in core (Whether in or at right angles to the plane of core laminations).	Remarks
22.	Type of Winding	
	a)HV Side winding	Remarks
	b)LV Side winding	Remarks
23.	Type of Insulation	
	a)HV side winding	Remarks
	b)LV side winding	Remarks
	c)Between HV & LV Windings	Remarks
24.	Rated short duration power frequency withstand test voltage on	
	a)HV Winding	Remarks
	b)LV Winding	Remarks
	c)Neutral and of LV winding	Remarks
25.	Rated lightning impulse with stand test voltage with 1.2/50 micro-second wave on	
	a)HV Winding	Remarks
	b)LV Winding	Remarks
26.	Voltage to earth for which the star point shall be insulated	Remarks
27.	Details of special arrangement made to improve stress conditions	Remarks
28.	Details of Bushings	
	a)HV side	Remarks
	b)LV side	Remarks
	c)Neutral Side	Remarks
	i)Type & standard reference	Remarks

	ii)One minute dry with stand power frequency voltage kV (rms)	Remarks
	iii)One-minute wet withstand Power frequency voltage kV (rms)	Remarks
	iv)Impulse with stand test voltage with 1.2/50 micro sec. Wave kV (Peak)	Remarks
	v)Creepage distance in air	Remarks
	vi)Maximum current rating of the Bushing both HV & LV	Remarks
	vii)Recommended gap setting	Remarks
	viii)Assembled weight of bushing(Kg)	Remarks
29.	Type & Details of winding Temperature indicator	Remarks
30.	Type & Details of Transformer oil Temperature Indicator	Remarks
31.	i- Type & Details of main Buchholz relay	Remarks
	ii- Type & Details of OLTC Buchholz relay	Remarks
32.	Weight of copper to be used in the complete Transformer	Remarks
33.	a) Weight of core (Kg)	Remarks
	b) Weight of Winding (Kg)	
34.	Weight of Oil in Transformer (Kg)	
35.	Weight of Transformer complete with oil and accessories (Kg)	
36.	Weight of complete Transformer arranged for transport or the heaviest packet if broken down (Kg)	
37.	Dimensions of transformer	
	a) Over all length	
	b) Over all breadth	Remarks
	c) Max. height to top of conservator.	Remarks
38.	Volume of conservator tank between the highest & lowest indicated levels	Remarks
39.	Free space required at top for removal of bushings	
40.	List of reference of similar transformer already in service	
41.	Deviation from this technical Specification	
42.	No. of years for which the design offered has been in commercial use	
43.	Noise level when energized at normal voltage and normal frequency at no load	
44.	Shipping details: -	Remarks
	i)Parts detached for transport	Remarks
	ii)Weight of heaviest package (Kg)	Remarks
	iii)Weight of other heavy packages (Kg)	Remarks
	iv)Dimensions of largest package	Remarks
	a)Length in mm.	Remarks
	b)Breadth in mm.	Remarks
	c)Height in mm.	Remarks
	NOTE: The transformer oil shall comply in all respects with the requirement of IS: 335.	Remarks

DELIVERY SCHEDULE OF MATERIAL: -**Annexure-B**

Tender Enquiry No.	Description of item	Name of the Utility	Qty.	Delivery Schedule
dQD-	Three phase, 50 Hz, 5 MVA, 33/3.3 KV Step down, outdoor ONAN Power Transformers complete with all accessories /fittings and conforming to Nigam's Technical Specification No. CSC-78/DH/UH/P&D/2013-14 (with amendment) and relevant ISS with latest amendments.	DHBVN	02 Nos.	The 1 st lot of power transformers (50% of ordered qty.) shall be delivered in the stores within 45 days after the date of commencement of delivery schedule (i.e. from the day of approval of drawing/QAP) or within 56 th day from the date of issue of LOI whichever is earlier and the balance supply shall be made 45 days thereafter.
		UHBVN	02 Nos.	
		Total	04 Nos.	

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

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

PRICE SCHEDULE			
i)	Ex-works price(a)		
ii)	Discount(b)		
iii)	Excise Duty if applicable. (c)		
iv)	Insurance Charges(d)		
v)	Freight charges (e)		
vi)	Rate of VAT/CST as applicable.(f)		
vii)	Any other duty/levy of other taxes.(g)		
ix)	Total-(a-b+c+d+e+f+g)		

NIT No. _____
 Enquiry No. _____

SCHEDULE 'D-1'
DAKSHIN HARYANA BIJLI VITRAN NIGAM
TERMS AND CONDITIONS FOR PROCUREMENT OF
EQUIPMENT STORES AND OTHER MATERIAL

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

- (a) The "PURCHASER" shall mean the DHBVNL or its authorized agent and shall include its Successors in office, and assigns.
- (b) The "SUPPLIER" shall mean M/s _____ and shall include the supplier's legal representatives, successors, and assigns.
- (c) "MANUFACTURERS" shall mean M/s _____ and shall include their legal representatives, successors, and assigns.
- (d) "MATERIAL" all the materials to be supplied by the supplier under the contract as per clause of material specifications, price etc.
- (e) 'SPECIFICATION' shall mean and include the specifications as detailed in the Annexure attached herewith and Drawings attached thereto as well as samples and patterns, (if any).
- (f) The 'SITE' shall mean and include the lands and buildings over/under/upon and in which the materials are to be installed and used in accordance with the terms and conditions.
- (g) 'PLACE OF DELIVERY' shall mean the place of delivery at which the supplier is responsible to deliver the material at the contract price as specified in the clause "Material- Specification: Price etc.
- (h) 'COMMERCIAL USE' shall mean the use to which the material can commercially be put.
- (i) 'MONTH' shall mean a calendar month.
- (j) 'THE TERMS' F.A.S., F.O.R., F.O.B., C.I.F. and other shipping/ despatch terms as used herein, shall have meaning in accordance with their uses in India.
- (k) 'WORK' shall mean and include supply of all the materials, plants and equipment and rendering of other services by the supplier under this contract.
- (l) 'ACT' shall mean the Companies Act 1956 and shall include any statutory amendments, modifications or re-enactment thereof for the time being enforce.
- (m) 'THE NIGAM' shall mean the DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED as incorporated under *Companies Act 1956* and shall include its successors and assigns.
- (n) 'MANAGING DIRECTOR' shall mean the *Managing Director* of the NIGAM duly appointed by the Govt.
- (o) 'CONSIGNEE' shall mean the officer to whom the materials is required to be dispatched or the person specified in the purchase order.
- (p) 'CONTRACT' shall mean the Notice Inviting Tender. Instructions for tenderers, Tender Forms, terms and conditions of contract with their annexures and purchase order/ acceptance of offer/Tender.
- (q) 'DRAWING' shall mean the drawing/drawings annexed to the specification (if any) or as approved by the purchaser.
- (r) 'PURCHASE AUTHORITY' shall mean the officer signing the acceptance of

tender and shall include any officer who has authority to execute the relevant contract on behalf of the purchaser.

- (s) 'PURCHASE ORDER' shall mean an order of supply of material including the acceptance of the tender.
- (t) 'ANNEXURE' shall mean the Annexure to the terms and conditions.
- (u) 'ACCEPTANCE OF TENDER' shall mean the letter or memorandum communicating to the supplier the acceptance of his offer (Tender) and shall include advance acceptance of his offer.
- (v) 'TEST' shall mean such test as is prescribed by the Indian Standards Institution or by the Nigam and/or considered necessary by the authorized agents of the purchaser, whether conducted/performed or made by him or any other agency acting under his direction.
- (w) 'DELIVERY' shall be deemed to take place on delivery of the material in accordance with the terms and conditions of the Contract after test and inspection by the purchaser or his authorized agent, to the consignee.
- (x) D.G.S & D shall mean the Director General of Supplies and Disposals, Government of India.
- (y) DS&D shall mean the *Director Supply & Disposal*, Haryana.

2. **PARTIES.**

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

Supplier M/s _____

Purchaser: Dakshin Haryana Bijli Vitran Nigam (Hisar)

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

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

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

loss which the purchaser may sustain on account of such purchase.

4. RESPONSIBILITY OF THE SUPPLIER FOR EXECUTING THE CONTRACT.

(I) RISK IN MATERIAL

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

(II) CONSIGNEE'S RIGHT OF REJECTION

Notwithstanding any approval which the purchaser may have given in respect of the material, it shall be lawful for the consignee to reject the material or any part thereof on behalf of the purchaser within a reasonable time after actual delivery thereof to him at the place or destination specified in Annexure 'B' if the material or any part or portion thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch 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 supplier agrees that they will submit BG equivalent to 10% or 20%, as the case may be, of contract value in lieu of retention money.
- ii) 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'.
- iii) No. claim of the supplier shall lie against the purchaser either in respect of interest or any depreciation in the value of security deposit.

- iv) 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.

OR

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

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

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

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

(Strike out whichever not applicable)

8. SAMPLE

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

9. (I) DELIVERY

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

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

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

(iii) NOTIFICATION OF DELIVERY:

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

(iv) DAMAGES FOR DELAY IN DELIVERY:

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

As also stipulated under Regulation 16.6 no supplies/consignments received after the due date, on which they were actually due according to the terms of the purchase order, shall be accepted by the consignee except, with the approval of the purchasing authority.

In case the purchasing authority decides to accept a delayed supply, the supplier shall be liable to pay penalty @ one half of one percent per week or part thereof up to 10 weeks and 1 per cent thereafter per week or part thereof of the value of the goods, so delayed, subject to a maximum of 10% of the total value of the delayed supplies. In case the delivery schedule provides lot wise delivery of material, lot wise penalty shall be imposed.

(v) PASSING OF A PROPERTY:

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

(vi) TAKING OVER CERTIFICATES:

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

10. FORCE MAJEURE:

The supplier shall not be liable for any loss or damage due to delay in manufacture or delivery of the material for reason arising out of compliance

with regulations, orders or instructions of Central/ State Govt. Acts of God, acts of Civil and Military authorities, fires, floods, strikes, Lockouts, freight embargoes, war-risk, riots and civil commotion.

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

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

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

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

11 WARRANTY

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 78 months from the date of receipt of material in stores or 72 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 the receipt after replacement/repair. The supplier shall, also, arrange to remove the defect 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), **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 78/72 months shall be one time.

In addition to above, warranty should be extended by the supplier for the period for which the service was not rendered by the material/equipment supplied by the supplier which would be allowable for one occasion only. In case of recurrence, the material/ equipment shall have to be replaced afresh or cost of the material shall be recoverable from the pending liabilities of the supplier/contractor towards Nigam.

After completion of overall warranty period, if it is found that any T/F damaged within warranty period is still lying in the store/field/with the firm then equivalent amount of cost of T/F as BG shall be accepted. After receipt of fresh BG, the old BG should be released.

12 DRAWINGS:

(a) Procedure to be followed where specification/design of the item is standardized by National Agency:

The bidder shall submit the drawings and relevant type test certificates alongwith tender documents. The Nigam will return the approved drawing to the successful bidder along with purchase order. In such case the delivery schedule shall commence from the date of receipt of the purchase order/contract order.

(b) Procedure to be followed where specification/design of the product is not standardized but prepared for specific use of Nigam:

i) The Successful bidder shall submit the drawing as per Nigam's specification/design within 30 days from the date of issue of LOI/RC.

ii) The required type test certificates shall be submitted by the successful bidder within **90 days** from the date of issue of LOI/RC.

iii) The purchase department shall approve the drawings within 10 days from the date of receipt of type test certificates.

iv) Any delay in the submission of the type test certificates beyond 90 days from the date of issue of LOI/RC will be to supplier account.

v) Time taken in any clarification of the type test certificates and drawings will be attributable to the supplier. In this case the delivery schedule shall commence from the date of approval of drawing OR 10¹st day from the date of issue of LOI/RC whichever is earlier.

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

13 MISTAKES IN DRAWINGS:

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

14 TESTS AND INSPECTION:

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

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

(i) FACILITIES FOR TESTS AND INSPECTION:

The Supplier shall, at his own expense, afford to the Purchaser or his authorized agent, all reasonable facilities and such accommodation as may

be necessary for such tests and inspection. The Purchaser or his authorized 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 authorized agent.

(ii) The Supplier shall provide, without any extra charges, all materials, tools labour and assistance of every kind which the Purchaser or his authorized agent may demand of him for any test and inspection. The purchaser or the authorized 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) **METHOD OF TESTING:**

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

(v) The Supplier shall mark or permit the purchaser or his authorized agent to mark all the approved material with a recognized Purchaser's mark. The material which cannot be so marked, shall, if so, required by the Purchaser or his authorized 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 authorized 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 authorized Agent or consignee may dispose of such material in any way at the Supplier's risk and cost and retain such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal shall, also be entitled to recover handling and storage charges for the period during which the rejected material is not removed.

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

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

(viii) **TYPE TEST CONDITIONS:**

i) In case of new firms fresh type test may not be insisted upon, if the type test certificates produced is not more than 3 years old and related to a purchase/supply to any of the utilities.

ii) If the type test is conducted on a proto-type and the same has not been witnessed by any of the representatives of a Purchasing 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 these firms whose past supplies made to Nigam, testify the satisfactory performance of the equipment already supplied, a fresh type test may be waived off, in case there is no change in the design.
- (ix) 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's 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.
- (x) TEST AND INSPECTION CLAUSE FOR DISTRIBUTION TRANSFORMERS, IN PLACE OF 2nd PARA OF 14 & 14(VIII).**
 - (i) On offer of inspection for distribution transformers by the firm, a team of Nigam's officials may go to the Works site of the Manufacturer to pick up samples from offered lot and may send the same for testing as per GTP/Nigam's Technical Specifications at some Central Govt. Testing Lab. or at Nigam's Transformer Workshop at Nigam's cost.
 - (ii) At the same time after receipt of offer for Inspection, Inspection Agency will be deputed to inspect 100% of the offered lot.
 - (ii) The checking/inspection reports received from both the agencies i.e. sample checking report from Central Govt. Testing Lab. and inspection report of inspecting agency will be scrutinized by Office CE/MM and, if both the reports are found O.K. the dispatch authorization will be issued to the firm.
 - (iii) After the receipt of material in the stores, the tests for no load and full load losses shall be carried out on each Transformers through post receipt inspection Committee constituted for the purpose.
 - (v)
 - (i) No load losses and full load losses are fixed.
 - (ii) During post receipt inspection if the losses of any transformer are found more than the prescribed limit given in the technical specification, the Transformers shall be got replaced and in addition the penalty equivalent to the cost of transformer supplied will be charged from the firm for supplying inferior quality material.
 - (vi) If during the post receipt inspection the failure rate of transformer is more than 10% of the lot supplied then the entire lot will be rejected and the firm will not be entitled for any payment. The payment, if any, made will have to be refunded back within 10 days of giving such notice of failure to the supplier.
 - (vii) Inspection will be conducted every year, for the first 5 year on a 2% sample of the quantities supplied. Samples will be collected at random to establish that the guaranteed technical parameters are as per the submitted bid by the supplier. In the case of non-adherence, the purchaser may take suitable action on the supplier including cancellation of vender registration and banning further dealings, depending on the gravity of the deviation. These random inspection may be entrusted to a third party.

- (viii) if the distribution transformers rejection rate exceeds 5% of the total supply, the firm will be automatically blacklisted.

15. VAT/ CENTRAL SALE TAX

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

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

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

16. DOCUMENTATION :

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

for payment.

17. TERMS OF PAYMENT:

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

(a) Subject to any deductions which the purchaser may be authorized to make under this contract, the payment for the material shall be made as under:- 100 percent payment shall be made on 30th day from the date of receipt of material by the consignee or date of submission of complete 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.

The Bank Guarantee of the value of 10% [in case of Haryana based micro and small enterprises (including khadi and village industries units), the security deposit will be @ 5%] of the 50% of minimum qty. of rate contract shall be furnished by the supplier within 15 days from the date of issue of Rate Contract which should remain valid for 90 days after the expiry of warranty period, failing which:

- i. The issue of Purchase order (s) 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 Rate Contract, the Nigam reserves the right to cancel the RC and forfeit the EMD as well as recover LD charges and initiate the action for allotment to L-2 firm or apportion the same to the other L-1 bidder(s), as the case may be, as selected by the HPPC (Govt./Nigam).

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 supplier/contractors shall be released after receipt of the verification of the Bank Guarantee by the concerned Bank".

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 delay in payments to the supplier beyond the stipulated credit period indicated in the supply order, unless supported by cogent reasons and approved by a higher authority, would attract penal interest on the defaulting amount @ Rs. 25/- per one lakh per day of delay beyond the stipulated credit period. Payment of such interests would be brought to the notice of the Administrative Secretary of the department and call for fixation of responsibility. **However, in case of delayed supplies, no interest shall be paid to the firm due to delay in making the payment by the Nigam.**

All payments shall be made by the purchaser or his 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 his authorized agent in connection with this contract or shall contravene this provision of the contract, the purchaser may give 15 days notice in writing to the supplier to make good the failure, neglect or contravention complained of and should the Supplier fail to comply with the notice within the above said time from the date of service

thereof (in case of failure, neglect or contravention capable of being made good, within that time or otherwise within such time as may be reasonable necessary for making it good, then in such case, the purchaser shall be at liberty to take the work wholly or in part out of Supplier's hand and recontract at a reasonable price with any other person (s). in such event, it shall be lawful for the purchaser to retain any balance which may otherwise be due by him to the Supplier on any account, and apply the same towards the execution of the whole of balance of the work so recontracted, as aforesaid, if no such balance is due by him to the supplier or if due, is not sufficient to cover the amount thus recoverable from the supplier, it shall be lawful for the purchase to recover the whole or the balance of the amount from the supplier by action at law or otherwise. The remedy under this clause will be in addition to and without prejudice to right available to the purchaser under other clause of these terms and conditions.

19. DESPATCH OF MATERIAL AND DESPATCH INSTRUCTIONS:

The supplier shall be responsible to obtain complete Dispatch instructions from the purchaser before the dispatch 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 withheld the amount equal to cost of defective material. The supplier shall also be notified that all expenses involved in the replacement by way of handling, transportation, storage, etc. shall be on his account.

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

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

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

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

21. TERMINATION OF CONTRACT FOR DEFAULT

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

contract in whole or in part:

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

21.2 In the event the purchaser terminates the contract in whole or in part.
Performance

Security(Cash/Bank Guarantee) submitted by the firm/supplier shall be forfeited.

22 SET-OFF:

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

23 SUPPLIER'S DEFAULT LIABILITY:

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

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 (N.A.)

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 or an officer appointed by the MD DHBVN 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.

**(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, 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

Affidavit

I _____ Son of Shri _____ resident of _____ solemnly affirm and declare that I am holding the position as _____ the M/s _____ and I further hereby declare that.

1. Our last supply to any Govt. Power Utility in India is of _____ Power Transformers of rating _____ to _____ (Name of the Power Utility) against P.O. No. _____ dated _____ and we have supplied more than 50% of ordered quantity within delivery schedule (copy of P.O. along with copy of receipted challan enclosed)

Deponent

Verification

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

Deponent_____

Date:-

NIT No. _____
Enquiry No. _____