BIDDING DOCUMENTS FOR PROCUREMENT OF

11KV MEASURING CTs OF VARIOUS RATIOS

Purchaser: Uttar & Dakshin Haryana Bijli Vitran Nigam Ltd.

TENDER ENQUIRY FLOATED BY: -

DAKSHIN HARYANA BIJLI VITRAN NIGAM
(A Power Distribution & Retail Supply Utility, Govt. of Haryana)
An ISO 9001:2008 compliant utility, CIN:- U99999HR1999SGC034165
Regd. Office: Vidyut Sada, Vidyut Nagar, Hisar-1250005 (Haryana)
Office of the Chief Engineer/MM, Vidyut Nagar, Hisar-1250005 (Haryana)
PH- 223061(O), 223005 (Fax) [G.M./MM-223332]
E-mail: semmdhbvn@gmail.com , cemmhisar@gmail.com

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

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E-mail: semmdhbvn@gmail.com , cemmhisar@gmail.com

NOTICE INVITING TENDERS

(Only through e-procurement)

NOTICE INVITED TENDER No. 554 /DH/MM/XEN/MM-III **DATED: 21.06 .2016**

Offers are invited for procurement of following material on FIRM Price & 'FOR' destination basis anywhere in Haryana, by fixing the annual rate contract as per details given below:-

Tender Enquiry No.	Description of item	Total qty. (In Nos.)	Est. cost (In Rs. Crore)
QD-732	**11 kV Measuring CTs of various Ratios confirming to IS:2705(Part-I & II) with latest amendments thereof respectively and complying to Nigam's Technical Specification No. CSC-79/R-II/UH/DH/P &D/ 2015-2016.** **Note:- The tentative CT ratios are indicated as under. DHBVN/UHBVN reserves the right to change the same as per requirement.** **5/5A, 10/5A, 15/5A, 20/5A, 25/5A, 30/5A, 40/5A, 50/5A, 60/5A, 75/5A, 100/5A, 150/5A, 200/5A,300/5A .**	4569	**1.759**
QD-733	**11KV 3 Phase Dry type Potential Transformer confirming to IS:3156(Part-I & II) complying to Nigam's Technical Specification No. CSC-79/R-II/UH/DH/P &D/ 2015-2016.**	1118	**1.475**
	Date of start	Last date of submission	**Opening date of part-I**
	22.06.2016 (10.00 Hrs.)	12.07.2016 (13.00 Hrs.)	**12.07.16 (15.00 Hrs.)**

Tender documents having detailed terms and conditions can be seen/downloaded from the portal https://haryanaeprocurement.gov.in and www.**dhbvn**.org.in/web/portal/tenders

Superintending Engineer/MM
For CE/MM, DHBVN, Hisar

For Publication only

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Schedule-A

DAKSHIN HARYANA BIJLI VITRAN NIGAM
NOTICE INVITING TENDER
(Only through e-procurement)

SCHEDULE OF TENDER (SOT)

a NOTICE INVITING TENDER (NIT) NO.	554 /DH/MM/XEN/MM-III DATED: - 21.06.2016 .
b) e-tender no.	
c. MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid Through https://haryanaeprocurement.gov.in of Nextenders India Pvt. Ltd.)
d. Tender Enquiry No. under NIT No.	**QD- 732**
e. Date of NIT available to parties to download	. .
f i) Earnest Money Deposit	**Rs. 2 Lacs**
ii) Tender Fees (Non-refundable)	**For all the bidders except Haryana based MSMEs and KVI units (Rs.)**: 5000/- **For the Haryana based MSMEs and KVI units (Rs.)**: 1000/-
iii) E-Service Fee (Non-refundable)	**Rs. 1000/-**

Offers are invited for procurement of following material through fixing the rate contract on 'FIRM" & 'FOR' destination rates basis anywhere in Haryana, as per details given below. The rate contract shall be valid for one year from the date of issue of rate contract and can be extended further for one more year with mutual consent.

SCHEDULE OF MATERIAL: -

T.E. no.	Description of material	DHBVN		UHBVN		Total	
		Min	Max	Min	Max	Min	Max
QD-732	**11 kV Measuring CTs of various Ratios confirming to IS:2705(Part-I & II) with latest amendments thereof respectively and complying to Nigam's Technical Specification No. CSC-79/R-II/UH/DH/P &D/ 2015-2016.** **Note:- The tentative CT ratios are indicated as under. DHBVN/UHBVN reserves the right to change the same as per requirement.** **5/5A, 10/5A, 15/5A, 20/5A, 25/5A, 30/5A, 40/5A, 50/5A, 60/5A, 75/5A, 100/5A, 150/5A, 200/5A,300/5A .**	3459	5189	1110	1665	4569	6854

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

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

1) The Bidders can download the tender documents from the Portal: https://haryanaeprocurement.gov.in. The Bidders shall have to pay for the Tender documents, EMD Fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between suppliers and online payment authorization networks. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ suppliers online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.
2) If the tenders are cancelled or recalled on any grounds, the tender document fees & e- service fee will not be refunded to the agency.
3) The detailed procedure/instructions to bidder on Electronic Tendering System are at **Annexure-I.**
4) **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)**
5) The Tenderers can submit their tender documents (Online) as per the dates mentioned in the key dates schedule:

Key Dates schedule:

Sr. No.	Department Stage/Activity	Tenderer's Stage	Start date and time	Expiry date and time
1.	-	Downloading of Tender Documents & Bid Preparation & submission	22.06.2016 . at 10:00 Hours	12.07.2016 at 13:00 Hours
		Pre-bid meeting (If applicable)	. . at 11:00 Hrs.	
2	Manual submission of technical documents (Within 4 days from the opening of part-I)		-	Upto 18.07.2016 at 13:00 Hours
3	Technical Opening (Part-I)	-	12.07.2016 at 15:00 Hours	---
4	Short-listing of Technical bids & Opening of Financial Bid		Will be intimated to the firms on their E-mail ids	

Superintending Engineer/MM
For CE/MM, DHBVN, Hisar

For Uploading on website only

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:

2.1 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.

2.2 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.

2.3 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)**

2.4 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).

2.5 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.

2.6 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.

2.7 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 https://haryanaeprocurement.gov.in.

4 **Pre-requisites for online bidding:**

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

5 **Online Viewing of Detailed Notice Inviting Tenders:**

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

6 **Download of Tender Documents:**

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

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

7.1 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.

7.2 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.

7.3 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.

NOTE:-

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

(B) **Bidder 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 'Download' to download the file.**

Guidelines for Online Payments in e-tendering

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department's page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

a. Debit Card
b. Net Banking
c. RTGS/NEFT

Operative Procedures for Bidder Payments

A) Debit Card
The procedure for paying through Debit Card will be as follows.
(i) Bidder selects Debit Card option in e-Procurement portal.
(ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
(iii) Bidder clicks on "Continue" button
(iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
(v) Bidder enters card credentials and confirms payment
(vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
(vii) The page is automatically routed back to e-Procurement portal
(viii) The status of the payment is displayed as "successful" in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print

out of the same,

(ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B) Netbanking

The procedure for paying through Netbanking will be as follows.

(i) Bidder selects Netbanking option in e-Procurement portal.
(ii) The e-Procurement portal displays the amount to be paid by bidder.
(iii) Bidder clicks on “Continue” button
(iv) The e-Procurement portal takes the bidder to Netbanking payment gateway screen displaying list of Banks
(v) Bidder chooses his / her Bank
(vi) The Netbanking gateway redirects Bidder to the Netbanking page of the selected Bank
(vii) Bidder enters his account credentials and confirms payment
(viii) The Bank verifies the credentials and confirms with “successful” or “failure” message to the Netbanking gateway which is confirmed back to e-Procurement portal.
(ix) The page is automatically routed back to e-Procurement portal
(x) The status of the payment is displayed as “successful” in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
(xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

C) RTGS/ NEFT

The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

i. Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
ii. Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
iii. Each challan shall therefore include the following details that will be pre-populated:

Beneficiary account no: (unique alphanumeric code for e-tendering)
Beneficiary IFSC Code:
Amount:
Beneficiary bank branch:

Beneficiary name:

iv. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.

v. The bidder would remit the funds at least one day in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.

vi. Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

List of Net banking banks

1. Allahabad Bank
2. Axis Bank
3. Bank of Bahrain and Kuwait
4. Bank of Baroda
5. Bank of India
6. Bank of Maharashtra
7. Canara Bank
8. City Union Bank
9. Central Bank of India
10. Catholic Syrian Bank
11. Corporation Bank
12. Deutsche Bank
13. Development Credit Bank
14. Dhanlaxmi Bank
15. Federal Bank
16. HDFC Bank
17. ICICI Bank
18. IDBI Bank
19. Indian Bank
20. Indian Overseas Bank
21. Insdusind Bank
22. ING Vysya Bank
23. J and K Bank
24. Karnataka Bank
25. Kotak Mahindra Bank
26. Karur Vysys Bank
27. Punjab National Bank
28. Oriental Bank of Commerce
29. South Indian Bank
30. Standard Chartered Bank
31. State Bank Of Bikaner and Jaipur
32. State Bank of Hyderabad
33. State Bank of India
34. State Bank of Mysore
35. State Bank of Travencore

36. State Bank Of Patiala
37. Tamilnad Mercantile Bank
38. Union Bank of India
39. United Bank of India
40. Vijaya Bank
41. Yes Bank

Schedule- B

NECESSARY INSTRUCTION/TERMS & CONDITIONS FOR THE BIDDER

Sr. No.	Necessary instruction/Terms & Conditions for the bidder
1.	Tender must be submitted on prescribed tender form and complete in all respects and submitted through e-procurement mode only. No other mode like email/fax etc. shall be acceptable.
2.	Tender enquiry has been floated for procurement of material as specified in NIT for fixing the rate contract valid for one year from the date of issue of rate contract (which can be extended further for one year with the mutual consent of purchaser and supplier at the same rates, terms & conditions).
3.	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.
4.	The tenders not meeting the requirement of pre-qualification conditions, necessary terms and conditions of the NIT and Nigam technical specifications shall be rejected.
5.	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. The Bank charges, if any, will be to the account of the tenderer. No claims against the Nigam either in respect of interest if any due on the Security deposit/Earnest money or its depreciation in value shall be admitted
6.	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 document is required to be signed by his authorized representative alongwith stamp and is to be uploaded thereafter.
7.	The following tenders shall be exempted from the deposit of earnest money. (i) Wholly Govt. of India owned undertakings. (i) Wholly State owned undertakings of Haryana.
8.	The tenders should remain valid for 180 days from the date of opening of tender (Part-I in case of two part tender) otherwise the same will not be accepted and rejected out-rightly.
9.	The offers/tenders will be opened on the date and time prescribed in the Notice Inviting Tenders. In case the date of opening falls on a holiday including Sunday or a holiday is subsequently declared on that date, the tenders will be opened on next working day following the holiday.
10.	All tenders/offers will be regarded as constituting an offer or offers open to acceptance in whole or in part until the last date of validity as prescribed in the notice inviting tenders or as indicated by the tenderer in his tender/offer, whichever be later.
11.	The price must be quoted in Indian Rupees and any mistake in calculating the rupee price will not justify the claim for increase in prices.
12.	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, if applicable, shall also be **uploaded with the tender.** The firm shall submit the detail information in the performa of particular of bidder. **(Annexure-III)**

13.	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. T**he document shall be uploaded by the supplier/s.**
14.	Tender not adhering to Nigam's delivery schedule will not be considered.
15.	If more than one bid is submitted by any/one bidder, (having same registered office), the same shall be rejected.
16.	The deviations in Technical & Commercial terms and Conditions, if any, must be brought out clearly on the performa enclosed (**Annexure-V**), failing which it will be presumed that the same are acceptable in to-to.
17.	Tenderer/s shall submit their offer in an ambiguous free wording failing which DHBVN/UHBVN interpretation will be final.
18.	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.
19.	**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 and/or latest instruction issued by the State Govt. All other 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). The instructions/guidelines issued by Govt. of Haryana vide G.O. No. 2/2/2010-4 I B II dated 28.05.2010, G.O. No. 2/2/2010-4 I B II dated 19.12.11, G.O. No. 2/2/2010-4 I B II dated 18.06.13, G.O. No. 2/2/2010-4 I B II dated 16.6.2014, G.O. No. 2/2/2010-4 I B II dated 9.02.15 & G.O. No. 2/2/2010-4 I B II dated 24.03.15 are available on website www.dsndharyana.gov.in. the bidders are requested to download the same from website and read carefully before submitting the tender. It shall be presumed that the bidder has read these instructions/guidelines and agreed the same, while evaluating for tender submitted by the firm/supplier/tenderer.
20.	The revision of price bid after opening of Part-I i.e. technical and commercial part of the tender is not allowed. In case of withdrawing the same within the validity period, EMD shall be forfeited.
21.	If any of the firm fails to supply the material within stipulated delivery period, then the leftover quantity of said firm shall be considered for allocation 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 shall have to bear penal action as per the provisions in the NIT.
22.	**Arithmetical Errors**: - in case of any inconsistency in the prices furnished, the purchaser shall be entitled to consider the lowest prices for the purpose of evaluation and award of contract. All arithmetical errors will be rectified on the basis of the unit price or total price (in figures and in words) whichever is more beneficial to the purchaser.
23.	In the event of a firm not favoring the delivery commitments of the previous contracts, this fact will weigh against the firm tendering against a subsequent enquiry and be treated as disability. Before issue of the letter of intent or of placing the order, the previous order should be fully discharged or a reliable under taking should be given that it would be done within a reasonable period and within scope of the previous contract, if the firm declines to give this undertaking, it would be considered ineligible for competing

	against any subsequent tender/order and the current order would automatically pass on the next lower firm.
24.	The tender shall be issued by UHBVN/DHBVN for fixing the rate contract on behalf of both the power utilities i.e. DHBVN & UHBVN. However, all the purchase orders will be issued by CE/MM of respective utilities in a phased manner depending on the requirement of stores. The PQRs and other liabilities of the bidder shall be as per minimum quantity offered.
25.	Material offered should be strictly according to the technical specification attached with the tender documents as laid down in Annexure-A of Schedule D (Part-I) to the Terms and conditions of the contract. Unless a deviation in the specifications given in Annexure 'A' is pointed out by the tenderer specifically, it will be presumed that Offer/tender conforms to the specifications as laid down in Annexure 'A'. However, in case of any ambiguity in the Nigam's technical Specification, the provision of relevant IS with latest amendment will prevail. The concerned Director /Projects, shall be the deciding authority in such cases.
26.	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.
27.	The purchaser reserves the right to reject any or all the tenders received without assigning any reason.
28.	The firm failing to accept the LOI/RC after having made commitments before SPC/HPPC (Nigam)/HPPC (Govt.) shall be blacklisted/ debarred from doing business with Nigam and earnest money of the firm shall be forfeited.
29.	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. T**he document shall be uploaded by the supplier.**
30.	The bidder shall submit all the requisite documents pertaining to the plant from where the material will be supplied. T**he document shall be uploaded by the supplier.**
31.	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. T**he document shall be uploaded by the supplier.**
32.	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.
33.	The tenderer must submit a hard copy of all the documents related to part-I (i.e. techno-commercial terms and conditions, where the tender is invited in two parts) uploaded on the site for the said tender duly certifying that these documents are same as uploaded on designated website, within 4 days of opening of part-I. (All affidavit & undertakings should be submitted in original with hard copy).
34.	**Submission of Quality Assurance Procedure** The Vendor / Contractor at the time of submission of the drawings for approval from DHBVN/UHBVN is also required to submit a Quality Assurance Procedure (QAP) of the materials to be supplied for review and approval. In this QAP, the vendor / contractor shall clearly indicate the quality measures being taken by the manufacturer to maintain the quality of the finished product. The drawings/QAP once approved shall not be required to be submitted for approval again. **QAP will indicate the following details**:- i) Tests being performed on the raw material purchased by manufacturer for manufacturing of the finished product.

	ii) Tests being conducted during manufacturing of the product (In process testing). iii) Tests which shall be done on the finished product at the time of pre-dispatch inspection. iv) Test results assured by the vendor. v) Tests procedure followed for the inspection with full details of test setup etc. The Inspection shall be carried out on the basis of the approved QAP. All the details provided by the vendor / contractor shall be verified by Nigam / Third Party during the inspection and if any deviation is found from the approved documents, it will be noted in the inspection report.
35.	The firms will enter into an agreement with the Nigam to ensure that there is no fall in the prices of the item under rate contract and in case of any such price fall, the rates of the material will be revised as per any decrease in price.
36.	The max. Quoted qty. shall be considered as 1.5 times of the min. qty. quoted by the bidder/s against the NIT.
37.	MODVAT benefits, if any, be included in quoted prices and confirmed in bid submission.
38.	All the other terms and conditions will be as per latest guidelines of Govt. of Haryana and schedule D (general and particular terms & conditions of contract) and technical specification of Nigam. However, any statutory variation shall be borne by the Nigam, during contractual delivery schedule only i.e. increase in statutory variation beyond the overall delivery period shall be borne by the firm. Further, in case of award of contract / PO to the firm/s having exemption in statutory levy like E.D., VAT / CST etc. at the time of quoting the bid, the rate of such statutory levies as applicable on the date of tender opening / finalization shall be deemed to be included in the rates finalized.
39.	The post tender offers or communications received from the supplier/contractors etc. which effect the quoted and equivalent rates there by changing the merit position of the tender shall not be entertained
40.	On the day the purchaser conveys acceptance to the supplier's offer either through e-mail/fax or by a letter, the date of e-mail/fax or letter will be the date of agreement and the contractual obligations of the supplier will commence from that very date. The supplier will have no right to revoke his offer after the acceptance of purchaser.
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 be admissible only if the concerned Enterprises participate directly in the tender not through their intermediaries i.e. their dealers/agents and distributers 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.	**Pre-qualification conditions:** The firm quoting against the NIT shall meet with the Pre-qualification requirement as elaborated in **Annexure-II** 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 offered by the firm.**

Annexure-II

Pre-qualification conditions

Sr. no.	**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 opening of price bid. **The PQRs and other liabilities of the bidders shall be as per min. quantity offered by the firm:-**
i.	The firm should be ISO-9001:2008 certified 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).
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 /estimated cost of the material offered. The documents showing turnover should be duly attested by CA and in support of the same, the balance sheet of that particular year may also be attached. (**Estimated cost of material of NIT (taking min. qty. of the tender) is Rs. 1.759 Crore.** Manufacturing Small Enterprises (Including Khadi & Village industries) that have filed Entrepreneurs Memoranda in Haryana will be entitled to a concession of 50% on the turnover and shall be considered qualifying accordingly. Manufacturing Micro Enterprises that have filed Entrepreneurs Memoranda in Haryana will be entitled to a concession of 75% on the turnover and shall be considered qualifying accordingly. **Note:- The turnover mentioned in this clause signifies "Overall turnover of the firm". Copies of balance sheets/ certificate of registered CA be attached as a proof**
iii.	Minimum quantity to be quoted shall be atleast 20% of min. qty. of the NIT. Any offer below 20% of the min. qty. of NIT shall be rejected and its price bid shall not be opened.
iv.	The firm bidding 20% or more of NIT quantity should satisfy the following criteria of past experience :- The firm should be empanelled by any two Govt. Power utilities/Private Discoms viz. TP-DDL, BSES etc. for supply of material under consideration. Or The firm should have supplied atleast 50% of the quoted quantity, of any rating/s to any Govt. Power utility or private Discom viz. TP-DDL, BSES etc. of India in any one year during the last three years. Manufacturing Small Enterprises (Including Khadi & Village industries) that have filed Entrepreneurs Memoranda in Haryana will be entitled to a concession of 50% on the **supply** and shall be considered qualifying accordingly. Manufacturing Micro Enterprises that have filed Entrepreneurs Memoranda in Haryana will be entitled to a concession of 75% on the **supply** and shall be considered qualifying accordingly. (format for affidavit for past supplies is enclosed as **Annexure VII & Certificate of CA is attached as Annexure-VIII**)
v.	Only those firms who have not been blacklisted /debarred by DHBVN/UHBVN or any other 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. (format for an affidavit of non-blacklisting is enclosed as **Annexure X**)
vi.	**The bidder should have completed the supplies up to the date of opening of Part-I tenders against all the previous purchase orders of similar item irrespective of size/rating placed by UHBVN/DHBVN whose delivery period has already expired with max. penalty, failing which the bid shall be treated as non responsive**

SCHEDULE 'C'
UTTAR/DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED
TENDER FORM

From

_____
_____

To

_____
_____

Offer No._____ **Dated**_____

Subject : Submission of e-tender against Notice Inviting Tender No._____

dated _____(Tender enquiry no. _____ & tender ID No. _____) of Uttar/Dakshin Haryana Bijli Vitran Nigam Ltd.

Dear Sir,

With reference to your above mentioned notice inviting tender & tender ID, I/We hereby offer to supply/provide genuine goods/services (as per details given in the tender documents) and shall execute the supply contract truly and faithfully within the time specified and set forth in the attached terms and conditions. The goods/services to be supplied/provided will be of the quality and answerable in every aspect with this tender. I/We shall be responsible for all complaints as regards the quality of goods/services and in case of dispute the decision of the Nigam will be final and binding on me/us.

1. Rs._____Rupees_____) have been deposited online through designated e-procurement website, as earnest money as desired. I fully understand that in the event of my/our tender being accepted this earnest money shall be retained by you till the submission of performance guarantee by me as per clause 6, Schedule-D.

2. I/We shall have no claim to the refund of the earnest money prescribed against this tender in the event of my/our non-compliance of the purchase order provided such order is placed within the period of validity of my/our tender as indicated in paragraph 4 below.

I further understand that my earnest money will stand forfeited even if I withdraw my tender at any stage during the currency of the period of validity.

3. My/our tender shall remain valid for a period of _____days from the last date prescribed for submission of the tenders against the NIT No._____ dt._____ (tender ID No. : _____).

4. My/our tender alongwith the terms and conditions with the relevant columns and annexures duly filled in, including the enclosed terms and conditions), (in the capacity of sole owner/ general or special attorney, in proof of which power of attorney is attached) is submitted for your favourable consideration.

5. I/We have read the enclosed terms and conditions carefully and accept the same in toto. My/our tender constitutes a firm offer under the Indian Contract Act 1872 and is open to an acceptance in whole or in parts. My/ our offer, if accepted on the attached terms and conditions will constitute a legally binding contract and shall operate as a contract as defined in the Indian Contract Act 1872 and the Indian sale of goods Act 1930.

6. Detail of documents submitted, duly paginated, by me is attached herewith for ready reference.

Thanking you.

DA/Details of documents

Place
Dated

Yours faithfully,
Name & Full Address of Tenderers

NIT No._____

Enquiry No._____

SCHEDULE 'D'

(Part-I. General Conditions of Contract)

UTTAR/ DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED

GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF EQUIPMENT STORES AND OTHER MATERIAL UNDER THE RATE CONTRACT

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 Haryana DISCOMs (DHBVNL /UHBVNL) or their authorized agent and shall include their 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, prices etc.

(e) 'SPECIFICATION' shall mean and include the specifications as detailed in the 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 inforce.

(m) 'Haryana DISCOMs' shall mean the UTTAR HARYANA BIJLI VITRAN NIGAM LIMITED /DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED as incorporated under Companies Act 1956 and shall include their successors and assigns.

(n) 'MANAGING DIRECTOR' shall mean the Managing Director of the NIGAM (DHBVNL/UHBVNL) 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/Rate Contract.

(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 i.e. Letter of Intent or Rate Contract.

(v) 'TEST' shall mean such test as is prescribed by the Indian Standards Institution or by the Haryana DISCOMs and/or considered necessary by the authorized agents of the purchaser, whether conducted/performed or made by them or any other agency acting under their directions.

(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 Supplies & 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)/UTTAR Haryana Bijli Vitran Nigan (Panchkula)

For all purposes of the contract including the arbitration there under, 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 Speed Post (Acknowledgement Due) to the purchaser. The supplier shall be solely responsible for the consequences of an omission to notify the change of address in the manner aforesaid.

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

The person who has signed these Tender papers (including the terms and conditions) has got authority to sign on behalf of the supplier. It is discovered at any time that the person so signing had no authority to do so, the purchaser without prejudice to any other right or remedy available to him may, cancel the contract and hold such person liable to the purchaser for all costs and damages 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 deteriorated 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 ASSIGNEMENT:
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 in 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 to effect any variation in the rights and liabilities of the parties under the contract.

6. SECURITY DEPOSIT

i) The earnest money furnished by the successful tenderers to whom the purchase order/ contract is allotted shall be refunded within 7 days from the verification received from the concerned Bank of performance guarantee as per contract (performa enclosed as **Annexure-VI**) by the accounts wing/DDO. The earnest money of lowest (L-2) shall be released after submission of performance Bank Guarantee by the successful bidder i.e. L-1. For remaining participating firms, EMD shall be refunded after finalization of the procurement case.
ii) BG 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 at his absolute discretion, the Available EMD shall be forfeited and BG shall be encashed besides invoking clauses no. 21 & 28 i.e "Termination of Contract for default" & "Blacklisting of Firm" respectively.

The ibid forfeiture of EMD and encashment of BG 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 and / or any other contract.

7. MATERIAL, SPECIFICATIONS, PRICES, ETC.
i- The supplier shall supply the quantities of different items of material within the NIT of the best quality, workmanship and strictly in accordance with the prescribed specifications (**Annexure A)** and rates shown against each, unless any deviation in specification has been expressly pointed out in the purchase order.

The rates offered by the supplier and subsequently finalized shall remain Variable / FIRM as specified in Particular Conditions of Schedule-D (Part-II) of NIT documents.

ii- **Periodical Assessment of Rate and Undertaking for Price Fall.**

a) **Periodical Assessment of Rate**:

Since the Rate Contract is for one year thus the rates as finalized will be assessed/verified by the Nodal Agency periodically. In case a downward trend in their market rates are observed. The Nigam shall have the right to review the rates time to time.

b) **Price Fall Clause**:

i) The prices charged for the material supplied under the rate contract by the firm shall in no way exceed the lowest price at which the firm sales the material to any person/organization Including the purchaser or any other department of the central Govt. or any Deptt. of the State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be during the delivery period till performance of all supply orders placed during the currency of the rate contracts is completed.

ii) If at any time during the said period, the firm reduces the rates of the material as contained/ described in the contract or offer to sell such material to any person / Organization including the purchaser or any Deptt. of Central Govt. or any Deptt. of the State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, at price lower than the price chargeable under the rate contract, shall forthwith notify such reduction / sale or offer to sale to the Nigam and the price payable under the rate contract for the material supplied after the date of coming into force of such reduction or sale offer to sale, shall stand correspondingly reduced.

iii) The firm shall furnish the following certificate to the concerned Consignee's along with each bill against the rate contract:-

"I / we certify that there has been no reduction in sale price of the material of description identical to the material supplied to Nigam under the rate contract herein and such material has not been offered and sold by me / us to any person / organization including the purchase of any Deptts. of the Central Govt., any Deptts. of the State Govt., any statutory undertaking of the Central or State Govt. as the case may be upto the date of bill/ date of completion of supplies against all supply orders placed during the currency of the rate contract at prices lower than the prices charged to Nigam under the rate contract".

8. SAMPLE :- This clause shall be applicable as specified in Particular conditions of Schedule-D (Part-II)

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 including Sunday 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) **Early Supplies:-** This clause shall be applicable as specified in Particular Conditions of Schedule- D (Part-II).

(v) **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.

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 of the value of goods so delayed subject to a maximum of 5%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.

(vi) **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.

(vii) **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**: - This clause shall be applicable as specified in Particular Conditions of Schedule- D (Part-II).

12. **DRAWINGS** :- This clause shall be applicable as specified in Particular Conditions of Schedule- D (Part-II).

13. **MISTAKES IN DRAWINGS**: This clause shall be applicable as specified in Particular Conditions of Schedule- D (Part-II).

14. **TESTS AND INSPECTION**:

The material shall be inspected and tested by the purchaser or his authorised agent before dispatch unless dispensed with in writing by the purchaser. The Supplier shall give to the purchaser at least 10 days advance notice from the date of readiness of material for such inspection and test.

The Inspection call will be generated in a pre-specified format as per **Annexure – IV**.

The vendor /supplier shall also provide a copy of approved QAP, drawings along with the inspection call. Vendor / supplier should give it in writing that he is ready for the inspection. On receipt of the advance notice from the supplier offering the material for inspection the purchasing authority will get the material inspected and issue the dispatch authorization within 20 days. In case the Inspecting Officer finds on arrival at the supplier's premises that the material was not ready for inspection and that the notice given by the supplier was unfructuous, 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. 10,000 per officer per-day would also be payable by the bidder in case inspecting officer deputed by Nigam and in case of 3rd party inspector, the amount of bills submitted by them. In case of joint inspection, the bidder shall be liable to pay Rs. 10,000 per man-day for the Nigam's inspector and amount of actual bills submitted by the 3rd party agency.

In case the material offered for inspection fails in Ist inspection, the Nigam will have the right to levy a penalty at 0.25 % of the value of offered material. In case the material offered for inspection fail during the 2nd inspection, the Nigam will have the right to increase the penalty to 0.5% of the value of offered material. In case, the material offered fails during the 3rd and final inspection also, the firm will be liable for penal action viz. encashment of BG, debarring/ blacklisting in future and no further opportunity for inspection would be provided to the supplier firm.

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

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

ii) The Supplier shall provide, without any extra charges, all materials, tools labour and assistance of every kind which the Purchaser or his authorised agent may demand of him for any test and inspection. The purchaser or the authorised agent, shall in his sole judgment, 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 is not removed by the Supplier within a period of 45 days, from the date of notice given by the consignee/Purchasing Department for lifting of such material, 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 and 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 representative, the purchaser or his authorized representative shall issue a communication to that effect, the material will then be dispatched by the Supplier according to dispatch instructions of the Purchaser or his authorized representative vide Clause-19 Dispatch Instructions.

viii) **POST RECEIPT INSPECTION:**

The material after receipt in the stores of the Nigam shall be subjected to inspection for its conformity to the specification by a representative of the Nigam in the presence of representative of the contractor/supplier after issuance of e-mail notice/telephonic communication to the supplier/ contractor. In case the firm fails to depute a representative on the specified date, the Nigam would be free to get the material checked in the absence of firms representative for which the firm would have no reason to protest at any stage and would be fully responsible of the outcome.

ix) **TYPE TEST CONDITIONS:** This clause shall be applicable as specified in Particular Conditions of schedule-D (Part-II)

x) **Non – conformance of material with provisions of technical specification**: - The material offered/received after the inspection by the authorized inspecting officer may again be subjected to the test for losses or any other parameter from any Testing House/in-house technique of the Nigam & the results if found deviating, un-acceptable or not complying to approved GTP, the lot shall be rejected and bidder shall arrange to supply the replacement within forty-five (45) days of such detection at his cost including to and fro transportation. In addition to this, a penalty @ 5% of cost of the rejected lot of material shall be imposed. The rejected material shall be lifted back by firm only after replacement with fresh material or by submission of additional BG of equivalent to the cost of material. This BG shall be released when the replacement of material with fresh material received in the Nigam Stores and material is accepted by the Nigam.

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 Haryana DISCOMs 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 Haryana DISCOMs 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, rates, 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 : This clause shall be applicable as specified in Particular Conditions of Schedule-D (Part-II)

18. NEGLIGENCE:

If the supplier shall neglect to execute the supply contract 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 reasonably 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 re-contract 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 supply contract so re-contracted, 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 shall 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 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 intimation about such defective material by the stores wing, failing which, the Nigam shall reserve the right to get the defect rectified at the supplier's cost or to withhold the amount equal to cost of defective material. The supplier shall also be intimated that all expenses involved in the replacement by way of handling, transportation, storage, etc. shall be to their account. The payments so withheld shall be released after the receipt of repaired/replacement material. In case, the supplier still does not respond for lifting the defective material, despite continuous follow-up, the procedure as prescribed in as per clause no. 21 read with sub-clause 28.1 (a & b) shall be invoked for termination of contract, encashment of BG, imposing LD charges @ 5% of the value of defective/ rejected/ undelivered material and initiation of action for blacklisting etc. Even after expiry of 90 days, if there is no response from the firm, Nigam can deduct the cost of the defective equipments/material from the pending liabilities of the firm, including encashment of the BG of the firm, available with Nigam against the same P.O. or in other cases.

If there is sufficient financial cover against the same or other P.O.s available then the principal supplier can lift the material against the financial cover of same P.O.s. If the financial cover falls short of cost of material to be lifted for repair/replacement than either he would have to deposit the BG of the balance cost of the equipments through DD or cost thereof in cash.

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 (v).

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 judgment 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-25).

21.2 In the event the purchaser terminate the contract in whole or in part. Available EMD submitted by the firm/supplier shall be forfeited and available BG shall be got encashed towards recovery of LD Charges and any other dues from the firm.

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 5% 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. 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.

26. 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.

27. SETTLEMENT OF DISPUTES

If any dispute or difference of any kind whatsoever arises 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 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.

28. Blacklisting of the Firms:

As the purchase order becomes a valid contract between the purchaser and supplier on the date of its issue, no further changes in the terms and conditions thereof are permissible and any request received in this regard from the supplier should be summarily rejected, making it clear to supply the goods strictly in accordance with the terms and

conditions of the contract. It should be noted that such a liability can be enforced on the supplier only if the purchase order does not contain any term or condition contrary to what had been quoted in the supplier's tender. Once this is ensured, any attempt by the supplier to back out of his commitment should be taken seriously and his 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

28.1. Procedure for Blacklisting of firm

In case the supplier intends to illegally back out of the commitment, the steps for blacklisting of the firm, besides enforcement of damages recoverable under the law will be taken as per procedure given below:-

a) A notice shall be served by the purchasing department on the supplier by registered post/speed post bringing his defaults to his notice and asking him to complete all pending supplies / or to settle dispute within a period of 15 days from the date of issue of Notice.

b) In case the firm fails to comply with the notice(s), a show Cause notice of 21 days shall be issued why the firm/supplier/contractor should not be blacklisted. In the Show Cause Notice complete details of the case, default committed by the firm/supplier/contractor and details of notices issued by the Nigam shall be incorporated.

c) In case the supplier/firm/contractor fails to comply with the notice issued for blacklisting or does not respond to show cause notice or the reply as submitted is not found justified/convincing. The contract with the firm/supplier shall be terminated inter-alia taking other action as per regulation no. 20 & further the firm may be blacklisted with the approval of BODs.

d) The period of blacklisting of the defaulting firm/ supplier/contractor will be approved upto 3 years by BOD's and shall be notified to all Power Utilities in the country and the names of such blacklisted supplier/contractor would also be put on the website of the Nigam

29. ARBITRATION

All the matters, questions, disputes, differences and / or claims arising out of and /or concerning and /or in connection and /or relating to this contract whether or not obligations of either or both parties under this contract be subsisting at the time of such dispute and whether or not this contract has been terminated or purported to be terminated or completed, shall be referred to the Sole Arbitrator to be nominated by Managing Director/DHBVNL or UHBVNL (as the case may be). The Award of the Arbitrator shall be final and binding on the Parties to this contract. Provisions of the Arbitration & conciliation Act, 1996 and the Rules made there under, the statutory modifications thereof for the time being in force, shall be deemed to apply to the Arbitration proceedings under this clause.

Place :

Date : Signature of the Supplier.

SCHEDULE 'D'

(Part-II, Particular Conditions of Contract)

UTTAR/ DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED

PARTICULAR TERMS AND CONDITIONS FOR PROCUREMENT OF EQUIPMENT STORES AND OTHER MATERIAL UNDER THE RATE CONTRACT

The below mentioned terms & conditions shall be applicable in addition to the terms & conditions mentioned in Part-I of Schedule D

1) PRICE :-

The prices quoted shall be 'FIRM' 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.

2) SAMPLE

Not Required

3) Delivery:

i) Acceptance Early Supplies

(a) In case the material is required early by the Nigam and the purchasing authority requests for the same, then the payment would be regulated as per PO provisions i.e. actual delivery (physical) 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.

ii) Acceptance of delay supply :-

In case of lot wise delayed supply or else, the same may be considered and accepted by the purchaser with levy of penalty as per provision of PO.

4) Warranty:-

The supplier shall be made responsible to replace free of cost, with no transportation or insurance-cost to the Nigam, up to the destination, the whole or any part of the material which in normal and proper use proves defective in quality or workmanship, subject to the condition

that the defect is noticed within 18 months from the date the material is received by the consignee or 12 months from the date of installation of the goods which ever period may expire earlier. The consignee or any other officer of the Nigam actually using the material will give prompt notice of each such defect to the supplier as well as the Purchasing authority and the Controller of Stores. The replacement shall be effected by the supplier within a reasonable time, but not, in any case, exceeding 45 days. The supplier shall also arrange to remove the defective supply within a reasonable period but not exceeding 45 days from the date of issue of the notice in respect thereof, but only after replacement of defective material. Upon the firm failing to do so, the damages/defects may be got rectified by the Nigam and the cost adjusted from the firm's pending dues and/or security deposit against this or any other contract in force and the balance left be got deposited by the supplier. The Nigam may also withhold the amount equal to cost of defective material.

The warranty for 18/12 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 material defective/ damaged within warranty period is still lying in the store/field/with the firm then equivalent amount of cost of material as BG shall be accepted. After receipt of fresh BG, the old BG should be released.

In case of breach of contractual obligations with reference to non responding for repairing /replacement of defective material, notices of 15 days & 21 days shall be issued to the firm and in case of still persistence of default, the Nigam shall reserve the right to terminate the contract, encashment of BG towards recovery of damages and further initiation of action for blacklisting.

5) DRAWINGS:-

Not Required

6) MISTAKES IN DRAWINGS:

Not Applicable

7) POST RECEIPT INSPECTION AND SAMPLE TESTING AFTER RECEIPT OF MATERIAL IN NIGAM STORES:-

Nigam intends to purchase only High Quality material. For this purpose stringent testing of the material shall be done as per Nigam's Quality Assurance Plan (QAP) .

a) A team of 2 XENs to be nominated by Chief Engineer/MM will carry out random checking to ensure quality and quantity of material received in Nigam's stores.

b) The team will draw sample from each lot received in anyone of the stores to carry out checking as under:-

- Genuineness of seals provided during inspection
- Workmanship of material received in store
- Quantity of material inspected viz-a-viz received quantity.
- Quality of material received in the store.

c) The above said inspection / checking would be carried out to check all physical parameters as per approved technical specifications of the Nigam / Engineering Design / Drawings.

The above said team may draw samples randomly for any material for its testing from any NABL accredited testing lab as approved by the Nigam. **Normally, one sample from any of the lots, (to be decided by purchasing authority) shall be sent to NABL accredited lab (Govt. /Semi Govt. / Private Lab) to carry out the acceptance tests, at Nigam's cost.** If sample fails the entire lot shall be rejected and cost of testing shall be charged from the firm. However, testing of 2nd sample of the same lot may be considered on justified request of the firm & with the approval of Director/Projects **to be decided on merits of each case. In case, 2nd sample is rejected, the entire lot shall be rejected.**

In case of failure of sample from the lot then:-

- Supplier shall have to replace the full quantity of the respective inspected lot supplied to various stores and lying unused at stores as per provision contained under clause no.14(x) of Schedule-D (Part-I).
- For the quantity already utilized against the aforementioned lot in field then a deduction @ 15% (Fifteen Percent) of FOR destination prices of the material utilized shall be made.

8) TYPE TEST CONDITIONS:

The firm/s shall be required to submit the type test certificates as per Nigam's Technical Specifications and relevant ISS along with the tender documents, which should not be more than five years old on the date of opening of tender. Alternatively, the firm/s shall submit an undertaking that the requisite type test certificates shall be submitted within 45 days from the date of issuance of LOI/RC. The purchaser departments shall approve the drawing and type tests within 10 days from the date of receipt all the requisite type test certificates.

In case any difference between ISS & Nigam technical specifications, the type test certificates (incorporating the remaining tests, if applicable) issued by NABL accredited testing houses/Govt. approved lab besides international testing house/labs like KEMA, KERI etc. will be supplied by the bidder within 45 days from the date of issue of LOI/Rate Contract.

The type test certificates should be as per IS with latest amendment which will be supplied by the firm for approval of drawing and GTPs, unless stated otherwise specifically.

In case of delay in submission of detailed type test certificates beyond 45 days from the date of issue of LOI/RC, penalty @ 0.05% per day subject to maximum 2% of the contract value shall be imposed.

Note: Delay in submission of type test by firm shall not form the basis for relaxation/ extension in delivery schedule in any case.

9) 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) One hundred percent payment shall be made on 30th day from the date of receipt of material by the consignee or date of submission of documents i.e. bills/invoices in triplicate, receipted challans inspection report, prescribed sale tax/excise duty certificates and excise duty gate pass, wherever required etc., whichever is later.

(b) The Bank Guarantee of the value of 10% [5% in case of Haryana based micro and small enterprises (including khadi and village industries units)] of the contract price of PO for complete requisite period shall be furnished within 15 days from the date of issue of PO which should remain valid for 90 days after the expiry of warranty period (the BG shall be issued by any Nationalized /Private Bank in India, failing which:

i) Penalty @ 0.05% per day of the value of BG with a ceiling of 2% of 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.

ii) In case the performance bank guarantee or DD in lieu of performance security is not submitted within 45 days from the date of issue of PO or the date if any stipulated by the purchasing authority, the Nigam reserve the right to cancel the PO/RC and initiate the action for allotment to L-2 firm.

iii) In the event of receipt of material without the receipt of BG, amount equivalent to BG alongwith penalty shall be deducted from the payments due to the supplier. However, on receipt of requisite BG from the firm, the amount deducted in lieu of the BG only, shall be refunded without accrual of any interest thereon and amount of penalty so deducted shall not be refunded.

Further a rebate of 0.05 percent per day shall be availed of by the Nigam if payment is made earlier than the period specified. The rebate will be calculated on the payable amount.

The delay in payment to the suppliers 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 lac per day of delay beyond the credit stipulated period. Payment of such interests would be brought to the notice of Administrative Secretary of the department and call for fixation of responsibility. In case of delayed supply duly accepted by the purchasing authority, no penal interest on the same shall be applicable.

In case the due date of payment in terms of payment schedule falls on a holiday including Sunday or holiday is subsequently declared on that date, the payment shall be released on the first working day falling next to the due date.

Place :
Date : Signature of the Supplier.

Annexure-III

PARTICULARS OF THE BIDDER

1.	Name of the firm	
2.	Postal address.	
3.	Telephone No.	
4.	Fax No.	
5.	Email.	
6.	Type of organization:	
7.	Date of commencement of business.	
8.	Name of proprietor / Partners / Directors and their detail Bio-data.	Page _____to _____page
9.	Details of offices other than H.O./Controlling office and other infrastructure available.	Page _____to _____page
10.	Detailed organizational structure with background of key personnel.	Page _____to _____page
11.	Type of service being offered.	Page _____to _____page

12.	List of clients' alongwith their addresses and contact telephone. Fax Nos. and type of services offered and/or being offered to them. a) Electricity Companies/ Board. b) Others.	Page _____to _____page Page _____to _____page
13.	Details of Empanelment accreditation Electricity Board/Companies/other Client alongwith empanelment/ accreditation letter.	Page _____to _____page
14.	Balance sheet and P&L Accounts of past 3 financial years.	Page _____to _____page
15.	Letters/certificates for successful completion of work from Electricity Companies/ Board/other.	Page _____to _____page
16.	Details of any collaboration/ tie up with Indian/Overseas Agency/Organization.	Page _____to _____page
17.	Any other additional information/certificate.	Page _____to _____page
18.	Details of work force with the agency.	

ANNEXURE 'A' TO SCHEDULE 'D' (Part-I)

SPECIFICATIONS

(ONLY RELEVENT PORTION FOR 11 KV CTs & PTs IN THE SPECIFICATION FOR 11 KV PILFER RESISTANT METERING CUBICAL WITH METERING CTs & PTs WILL BE APPLICABLE)

Signature of the Supplier.

Specification No. CSC-79/R-II/UH/DH/P &D/ 2015-2016

TECHNICAL SPECIFICATIONS FOR 11kV PILFER RESISTANT METERING CUBICAL WITH METERING CTS AND PTS

Issue Month: March, 2016 Common Specifications Committee

(CSC approval date 22.03.2016) **UHVN & DHBVN**

1. **General**

This specification covers the design, manufacture, testing and supply of 11 KV Floor mounting metering panel having CTs and PT but without meter. The tenders from only such firms shall be accepted who themselves manufacture CTs and PTs of the relevant design conforming to IS: 2705 (Part-I & II) and IS: 3156 (Part-I & II) respectively and have obtained type test certificates from **independent CPRI/NABL Accredited Lab** for the CTs and PTs meeting DHBVN specifications.

2. **Construction**

The metering panel shall be fabricated with 2mm MS plate and shall have external dimensions of 1600x750x700 (height x width x depth.).The panel shall be dust and vermin proof and totally enclosed. The panel shall have two separate compartments. The upper one shall house Trivector meter or Bivector meter or energy meter and check energy meter with associated wiring and shall be termed as "Meter Compartment". The other section i.e. lower compartment shall house the 11 kV dry type current transformers (3 Nos.) and one number 3 phase dry type potential transformer and shall be termed as "HT CTs/ PT Compartment". **Upper compartment of MCB will be provided double door (Inner & Outer door). The outer door will also overlap the door of lower compartment so that, it could not be opened without opening the outer door of upper compartment.**

A separate and independent vermin proof door shall be provided for each of the upper and lower compartments with provision of locking and sealing arrangement. The locking arrangement shall be like that the bank lockers operate able with two keys and having two sets of two keys. The locks for upper and lower compartment may be operate able with same set of keys. The metering panel shall be provided with 2 No. MS Channels of size 100x50 mm of 750mm length on the front and rear sides duly welded at the bottom of the panel. These shall have 4 holes of 16 mm for foundation bolts at both the ends of each channel. All the joints of the metering panel shall be welded to provide strong mechanical construction both for transportation as well as during its use. The metering panel shall have arrangement to connect it with earth at two independent points. One earthing knob/bolt shall also be provided in the "Meter compartment "for connection to star point of wiring.

A suitable TTB will be provided in the metering compartment beneath the main meter point. This TTB shall be ISI mark & suitable for easy accucheck connections for the purpose of checking the accuracy of meter. All the screws provided in the TTB should be suitable for making firm connections without leaving any loose point after tightening.

The metering panel shall be cleaned suitably and its surface shall be made smooth. It shall then be applied coat of Red Oxide primer. It shall thereafter be painted with two coats of Light Admiralty Grey shade (IS-5:1993 Colour No. 697) on the external sides of the panel and inner side of HT CTs/PT compartment.

All the three earthing bolts shall be provided with nuts and washer.

The inner side of the meter compartment shall be painted with two coats of white enamel paint. Base channels shall be painted with black enamel paint. Height of panel is fixed but width and depth is minimum and may be increased suitably to accommodate CTs/PTs. Thus, total height including base channel will be 1700 mm. The panel should be provided with 4 No. lifting hooks.

All the moving/mating edges shall be provided with synthetic/semi synthetic gasket firmly glued to surface, to make the metering panel dust & vermin proof. The metering panel shall be provided with two cable entries inside from bottom along with glands/gland plate for 11KV XLPE cables of various sizes corresponding to CTs ratio and short circuit current ratings without cable boxes. However, the

provision for clamping of HT cable boxes has to be provided. There should be suitable provision so that cables boxes along with cable can be taken out of the panel without damage & without affecting intactness of the metering cubicle. All part/compartments of the metering cubicle should be manufactured in such a way that it should not be openable/accessible to the consumer/user from outside without opening the seals affixed on both the compartments.

Clearances between all parts and components of panel should comply with relevant IS standard, which shall be checked by DHBVN.

Incoming and outgoing side for CT bus bar shall be provided with suitable size of tinned/ nickel plated Brass Nut bolts along with washer.

Chanel provided for supporting the CT should be properly fixed with single angle iron piece of the same size as of the width of the supporting channel at the back end. Phase to phase and phase to earth clearance shall be minimum 125 mm.

Embossing of the CT ratio (minimum 100 mm by 100mm) on the front side of CT/PT compartment door shall be provided. DHBVN insignia (minimum 70x70mm) shall be embossed on the front side of the meter compartment door.

2 (ii) SEALING:

The metering panel shall be completely lockable and sealable with at least one locking and two sealing arrangements of the door of each compartment. apart from sealing arrangement of both compartments, mounting bolts of CTs and pt shall have the provisions for sealing arrangement so that removal of CTs & pts from the installed positions in the panel (for tampering/ replacement) by the unauthorized person is not possible without breaking/ tampering the sealing arrangement. for this purpose, the following arrangements should be made:-

A) Provision of sealing holes at the name plate/rating plate of each CT should be made so that each CT can be individually sealed to retain its identity after sealing.
B) There should be a suitable arrangement to tighten each ct in the metering cubical with the help of sealing nut & bolts so that a set of 3 CTs may become integral part of metering cubical after sealing.
C) If any manufacturer opt to assemble/fit set of 3 no. CTs on metallic strip/plate of suitable size outside the metering cubical & thereafter fit/tighten this assembled set of CTs in the metering cubical with the help of nuts & bolts then, these nuts & bolts of suitable size/material should be having sealing provision so as to seal this assembled set of CTs within metering cubical. This sealing arrangement should be done in such a way so that any ct or set of assembled CTs should not be removable without tempering sealing arrangement provided for individual CT or assembled set of CTs.
D) Similar sealing arrangement as that of CTs should also be provided for pt so that any part of PT (suitable sealing nuts & bolts should be provided so that assembled parts of PT can be sealed diagonally) or whole PT (duly fitted in the metering cubical) should not be removed without tempering seals affixed on the PT.

2.(iii) the epoxy casting of 11kv CTs & PTs coils is required to be carried out under vacuum to avoid any blow holes in the casted material. To establish this, epoxy hardener and accelerator, if any is mixed in the mixing chamber under vacuum and poured into the dyes placed in the casting chamber which is also kept under vacuum. The temperature as specified by the epoxy manufacturer is maintained with thermostatic control so that all the moisture is also drained out under vacuum.

Firms are requested to certify the availability of requisite equipment for above manufacturing technique in technical bid of the tender. Adoption of above said manufacturing process by the respective firms can be checked by DHBVN Officers during sample testing if required.

A field type window of size 350 (w) x 300 (H) mm approximately with colorless acrylic transparent sheet and wire mesh shall be suitably fixed on the front door of the meter compartment of the metering panel to enable the meter reader to note down the reading without opening of the door of the panel. The hinges of the doors shall be concealed types. The meter compartment shall contain hanger arrangement of slotted angle for mounting main meter and check meter having flexibility for moving meters vertically or horizontally. Clearances between all parts and components of panel should comply with mentioned elsewhere in this specification/relevant IS standard, which shall be checked by DHBVNL/UHBVN.

Provision for fixing of a 9-pin D connector shall be made on metering cubical at suitable place. A window of the size suitable for 9-pin D-connector shall be provided such that same is fixed from inside of the front wall in vertical direction with two suitable screws and nuts. 9-pin D-Connector shall be located Communication port shall be covered with a Sealing arrangement from outside of the box. Sealing arrangement shall be fixed with two sealing screws of M4 threads to cover the communication port. Head of sealing screw shall have hole of 2.5mm for sealing wire. Suitable rubber packing shall be provided between the sealing arrangement and cubical wall. Any access to communication port shall only be after the removal of sealing arrangement.

3. ELECTRICAL COMPONENTS: i) 11 kV METERING CURRENT TRANSFORMERS (3 Nos.);

The metering CTs shall be suitable for 11 kV, 50 Hz effectively Earthed Neutral System. Each CT shall be suitable for single phase. The CT shall be single core, single ration, epoxy resin cast, copper wound primary type, with rated burden 5 VA and accuracy class 0.5S or better and conforming to IS: 2705 (Part-I & II) amended upto date. The ratio of CTs shall be as per schedule or requirement. The instrument security factor (ISF) shall be upto 5. The word DHBVNL/UHBVN shall be engraved/embossed on the body of the CTs along with CT ratio. The CTs shall be type tested for the relevant accuracy class and other technical particulars. The short time current rating of panel shall be as per para (vi). The secondary terminals of the CTs shall be of robust design so as to provide effective and firm termination. The secondary winding resistance of CTs shall be as low as possible. Colour coding viz. Red /Yellow/Blue for main and black for load side shall be used. Further, the load side wires shall be provided with red/yellow/ blue PVC tape rings at both ends for identification. ISI and IS2 shall be used for identification of main and load wires and ferrules shall be used accordingly. No other symbol than ISI and IS2 shall be accepted. No link /test terminals shall be provided in wire from CTs to meter terminals.

ii) 11 KV POTENTIAL TRANSFORMERS: The PT shall be indoor dry type Epoxy Resin Cast, Copper wound suitable for 3 phase 11 kV , 50 Hz , Effectively earthed Neutral System. The PT shall be connected in star to have ratio 11 kv/3x63 5V phase to phase with rated burden 10 VA per phase and accuracy class 0.5 or better

and conforming to IS: 3156 (part I & II) amended upto date. The words DHBVNL/UHBVNL shall be engraved/embossed on the body of the PTs " Colour coding viz Red/Yellow/Blue shall be used for identification of phases and black for neutral. The PT shall be type tested in accordance with IS: 3156 (Part I &II) with up todate amendments. The PT shall be of uniform insulation and withstand separate source 28 kv Pf. for one minute as per Clause 9.3.1.1 of IS-3156 (Part-I).

iii) CTs Bus Bar: 40x6mm copper strip.

iv) PTs Bus Bar:

1) Copper wire 8 SWG or flexible copper flat strip to connect PT to CT with both end tinned/nickel plated.
2) PT Bus bar shall be covered with one layer half overlapped HT Tape (ISI mark) & shall also be provided along with color PVC Tape for identification.

V) WIRING FOR CTs/PTs SECONDARY CIRCUITS:

Wiring of CTs and PTs should be done with 2.5 Sq. mm stranded copper insulated conductor, CT wiring and PT wiring should run in independent rigid steel conduit pipes of appropriate size from HT CT/PT compartment to meter compartment. The conduit pipes shall be clamped with the inner wall of the panel. The conduit shall be so laid that no naked wire is visible.

The termination of the secondary leads of PT on the terminal block shall be covered with epoxy/ M-seal (a brand name of an Industrial Grade Epoxy Compound) and further concealed with proper insulating adhesive tape or epoxy and mounted away from 11KV cable opening inside the bottom of metering panel.

vi) SHORT CIRCUIT RATING OF 11 KV CTs.

CT Ratio	Short time current rating
5/5A	3.00KA for 0.5 seconds
10/5A	7.88KA for 1.0 seconds.
20/5A	7.88 KA for 1.0 seconds.
30/5A	7.88 KA for 1.0 seconds.
50/5A	13.1 KA for 1.0 seconds.
75/5A	13.1 KA for 1.0 seconds.
100/5A	13.1 KA for 1.0 seconds.
200/5A to 400 /5A	13.1 KA for 1.0 seconds

4. **CLIMATIC CONDITIONS**:-The complete panel shall work satisfactorily under the following climatic conditions :-

1.	**Max. ambient air temperature**	60 deg. C
2.	**Min. ambient air temperature**	(-)50 deg. C
3.	**Average Daily Max. ambient temperature**	40 deg. C
4.	**Max. yearly weighted average ambient temperature**	32 deg. C

5.	**Max. altitude above mean sea level**	1000 m
6.	**Minimum Relative Humidity (%age)**	26
7.	**Max. Relative Humidity (%age)**	95
8.	**Avg. No. of Rainy days/year**	120
9.	**Avg. annual rainfall**	900 mm
10.	**Maximum wind pressure**	195 kg/m2

The equipment shall be for use in moderately hot and humid tropical climate, conducive to rust and fungus growth

5. NAME PLATE: I) following information should be painted on front door of HT CT/PT compartment:-

i) DHBVN / UHBVN Property.
ii) Supplier's name.
iii) P.O. No. & Date.
iv) Sr. No. of Panel.
v) Panel CT ratio /Accuracy class.
vi) Panel PT ratio /Accuracy class.
vii) Meter CT ratio …….
viii) Meter PT ratio ……..
ix) Consumer Account No. …….
x) Over all CT PT multiplying factor …….
xi) Sanctioned load …….
xii) Date of release of connection …….
xiii) **Warranty period of 5 years upto**…….

II)
(A) The name plate having complete data as per clause 6 (I) shall be provided outside as well as inside the CT PT chamber at a suitable place where it can be easily read.
(B) The above name plates shall be metallic and shall be affixed on MS Plate which shall be welded to the body of CT PT chamber so that there is no passage hole when the name plate is removed.

6. Testing:-

a) CTs/PT shall be tested individually for all routine tests in accordance with IS: 2705(Part-I&II) & IS: 3156 (Part-I&II) respectively before mounting them in metering panels. The metering panels along with its installed equipment, wiring etc. shall be inspected & tested by DHBVN/ UHBVN as per Specification/ISS and dispatches will be allowed after these tests have been found to be in order at the premises of manufacturers. The CTs shall be tested for routine tests as per IS: 2705 (Part-I&II) and the PTs shall be tested for routine tests as per IS: 3156 (Part-I&II).

b) Apart from the routine /acceptance tests, following type tests shall be carried out as acceptance tests during inspection of each lot:

i) ISF test on CTs- On all three CTs of one unit.

ii) Temp. Rise test- On one complete unit.

The manufacturers shall have requisite testing facility for routine /acceptance tests and should clearly indicate in the tender the test wise detail of testing equipments available with him at his works for the tests to be carried out during inspection.

c) To ensure the proper use of epoxy material, the following chemical analysis tests shall be got carried out from any one lot (on CT as well as on PT) from a NABL Accredited Laboratory during supplies at the cost of the manufacturer: -

i) Thermo Gravimetric Analysis (TGA) for determining the total resin content and total filler content.

ii) Infra-red analysis for determining the type of resin i.e. whether it is epoxy, PU or any other type.

In case the material fails during the above tests, whole of the offered lot shall be rejected.

c) The partial discharge test on three units out of the lot offered for inspection shall be conducted at recognized test house at firm's expenses, in presence of Nigam (DHBVN/uhbvn) Inspecting Officers where the facilities are not available with the firm.

7. ACCURACY & ROUTINE TESTS: The metering panels shall be tested of following tests as per IS: 3427 by the representative of purchaser before accepting the supplies.

i) Power Frequency Voltage Dry. Test.
ii) Voltage test on auxiliary circuits.
iii) Verification of wiring.

The 28 kV P.F. withstand voltage for one minute as per relevant ISS will be carried out on 10% of units and remaining 90% units shall be tested at 75% of 28 kV i.e. 21 kV P.F. withstand tests on the offered lot.

8. Details of Annexure:-

(i) GUARANTED TECHNICAL PARTICULARS OF 11 kV CT PT UNIT - Annexure-A1
(ii) DRAWINGS - Annexure A2 to A4

Annexure-A1

GUARANTED TECHNICAL PARTICULARS OF 11 kV CT PT UNIT

a. System Voltage.
b. Highest System voltage.
c. Cubicle Size.
d. Thickness of the M.S. sheet.
e. Provision for Locking.
f. Base Channel.
g. Foundation Hole.
h. Painting.
i. Lifting Arrangement.
j. Cable entry.
k. Window for Meter Box.
l. Qty. of CTs.
m. Qty. of PT.

CT SPECIFICAIONS

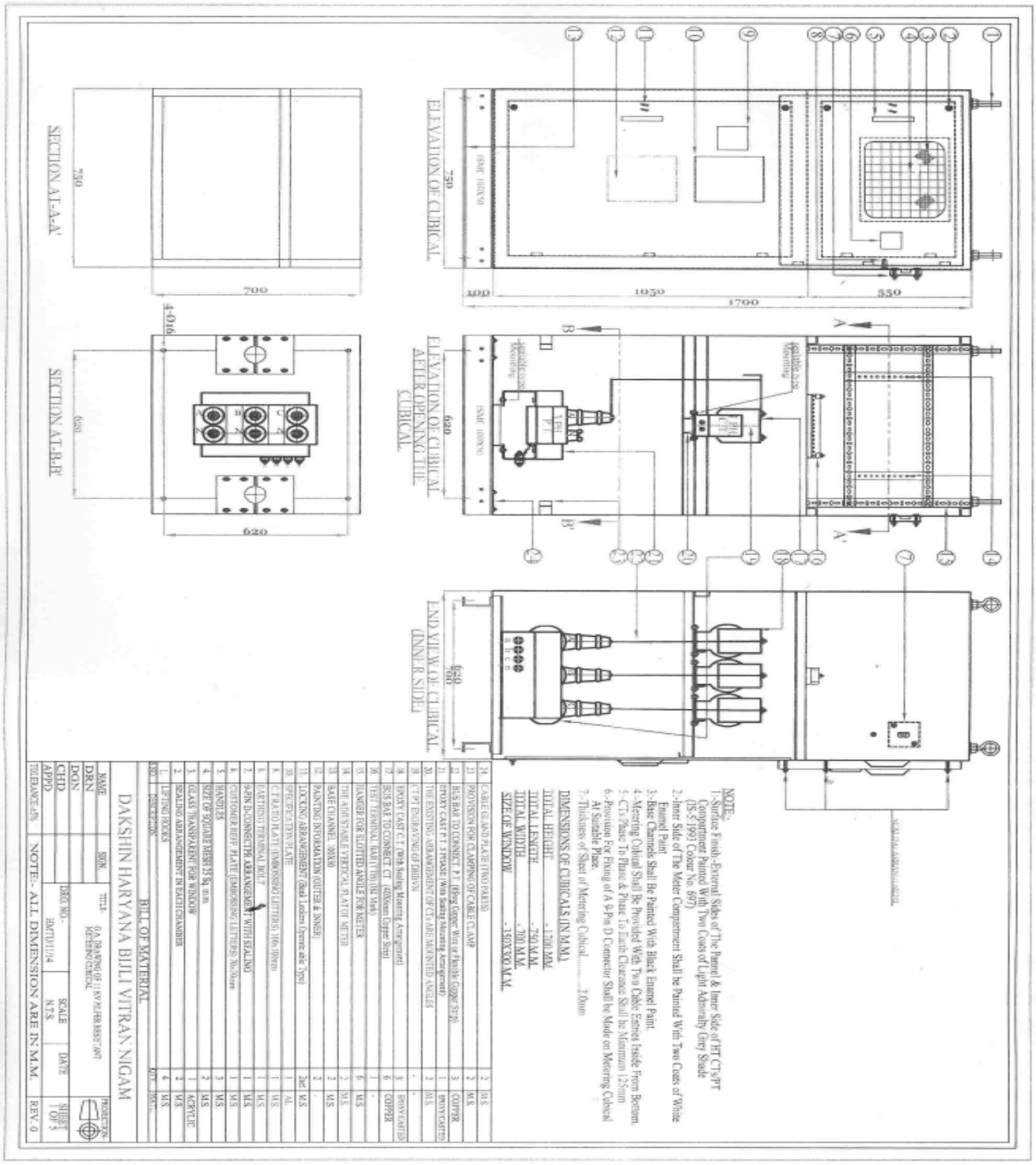
1. System Voltage.
2. Highest System voltage.
3. Current ratio.
4. Insulation Level.
5. Short Time Current rating.
6. Class of Accuracy & Burden.
7. Frequency.
8. CT Connecting Bus Bar.
9. Wiring of CTs.

PT SPECIFICATIONS

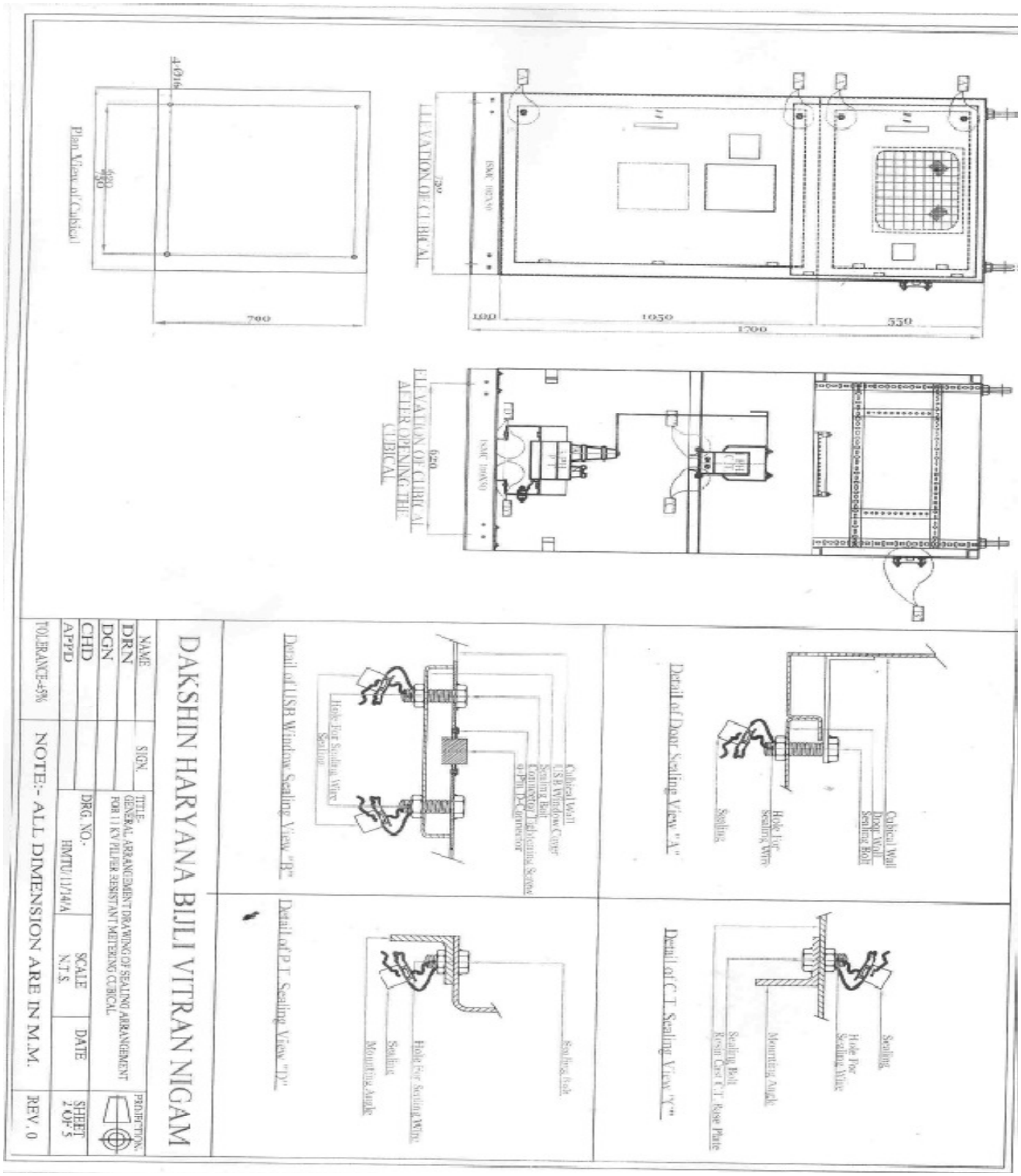
1. System Voltage.
2. Highest System voltage.
3. Voltage ratio.
4. Insulation Level.
5. Class of Accuracy & Burden.
6. Frequency.
7. CT Connecting Bus Bar.
8. Wiring of CTs.

Signature of firm with Stamp

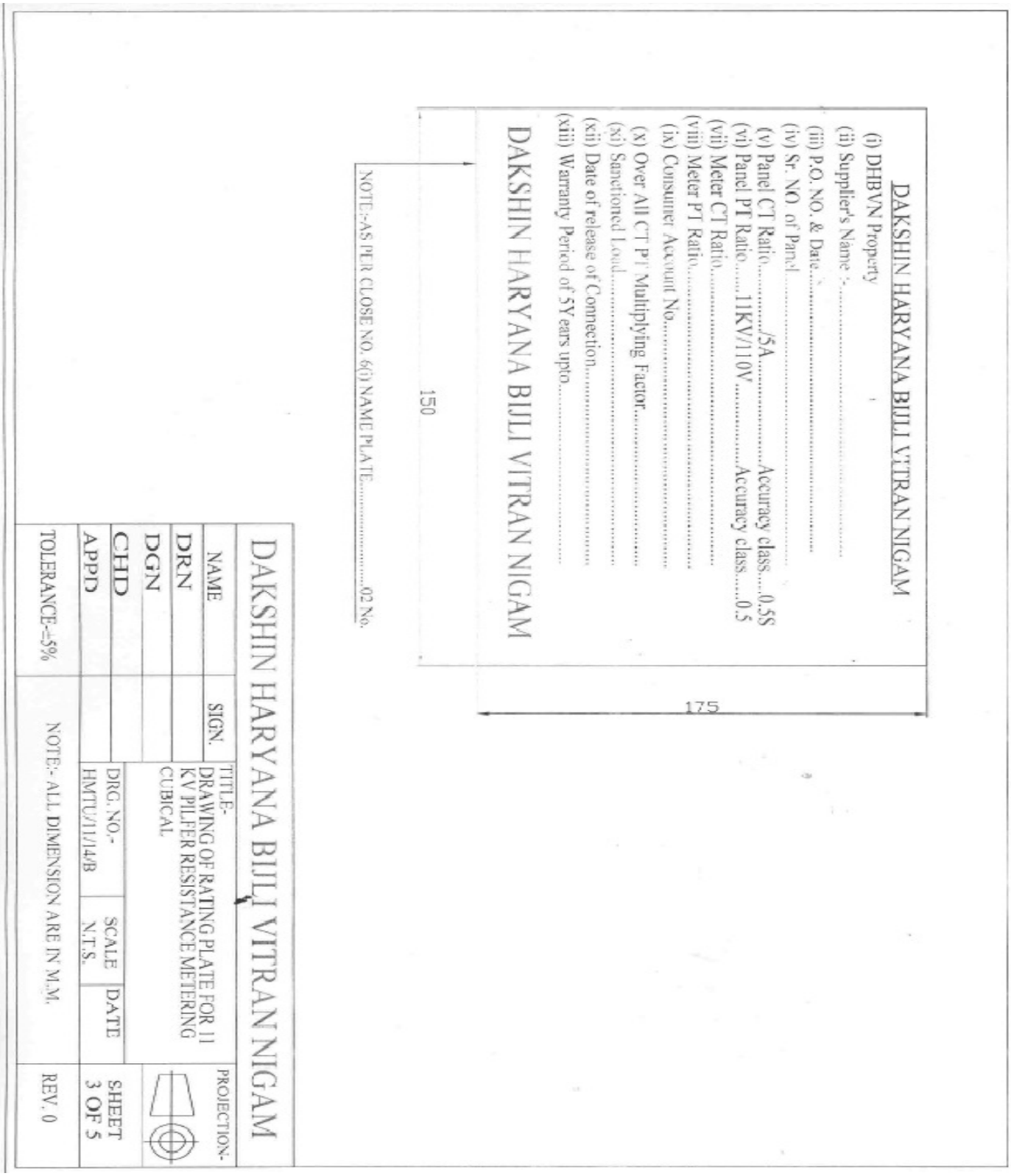
Annexure-A2


NOTE:-
1.-Surface Finish.-External Sides of The Pannel & Inner Side of HT CTs/PT Compartment Painted With Two Coats of Light Admirality Grey Shade (IS-5:1992 Colour No. 697)
2.-Inner Side of The Meter Compartment Shall be Painted With Two Coats of White Enamel Paint.
3.-Base Channels Shall Be Painted With Black Enamel Paint.
4.-Metering Cubical Shall Be Provided With Two Cable Entries Inside From Bottom
5.-CTs Phase To Phase & Phase To Earth Clearance Shall be Minimum 125mm
6.-Provision For Fixing of A & Phase D Connector Shall be Made on Metering Cubical At Suitable Place.
7.-Thickness of Sheet of Metering Cubical.....2.0mm
DIMENSIONS OF CUBICALS (IN M.M.)
TOTAL HEIGHT ..... -1700 MM.
TOTAL LENGTH ..... -750 M.M.
TOTAL WIDTH ..... -700 M.M.
SIZE OF WINDOW ..... -350X300 M.M.
ELEVATION OF CUBICAL
ELEVATION OF CUBICAL AFTER OPENING THE CUBICAL
END VIEW OF CUBICAL (INNER SIDE)
SECTION AT-A-A'
SECTION AT-B-B'
BILL OF MATERIAL
DAKSHIN HARYANA BIJLI VITRAN NIGAM
NOTE:- ALL DIMENSION ARE IN M.M.

Annexure-A3


Plan View of Cubical
700
ELEVATION OF CUBICAL
100
1050
1700
550
ELEVATION OF CUBICAL AFTER OPENING THE CUBICAL
Detail of Door Sealing View "A"
Cubical Wall
Door Wall
Sealing Bolt
Hole For Sealing Wire
Sealing
Detail of USB Window Sealing View "B"
Cubical Wall
USB Window Cover
Sealing Bolt
Connector Tightening Screw
o-Pin D-Connector
Hole For Sealing Wire
Sealing
Detail of C.T. Sealing View "C"
Sealing
Hole For Sealing Wire
Mounting Angle
Sealing Bolt
Resin Cast C.T. Base Plate
Detail of P.T. Sealing View "D"
Sealing Bolt
Hole For Sealing Wire
Sealing
Mounting Angle
DAKSHIN HARYANA BIJLI VITRAN NIGAM
NAME
SIGN.
DRN
DGN
CHD
APPD
TOLERANCE-±5%
TITLE-
GENERAL ARRANGEMENT DRAWING OF SEALING ARRANGEMENT FOR 11 KV PILLER RESISTANT METERING CUBICAL
DRG. NO.-
HMTU/11/14/A
SCALE
N.T.S.
DATE
PROJECTION
SHEET
2 OF 5
NOTE:- ALL DIMENSION ARE IN M.M.
REV. 0

Annexure-A4


DAKSHIN HARYANA BIJLI VITRAN NIGAM
(i) DHBVN Property
(ii) Supplier's Name :-
(iii) P.O. NO. & Date
(iv) Sr. NO of Panel
(v) Panel CT Ratio...../5A.....Accuracy class.....0.5S
(vi) Panel PT Ratio.....11KV/110V.....Accuracy class.....0.5
(vii) Meter CT Ratio
(viii) Meter PT Ratio
(ix) Consumer Account No.
(x) Over All CT PT Multiplying Factor
(xi) Sanctioned Load
(xii) Date of release of Connection
(xiii) Warranty Period of 5Years upto
175
DAKSHIN HARYANA BIJLI VITRAN NIGAM
150
NOTE:-AS PER CLOSE NO. 6(i) NAME PLATE.....02 No.
DAKSHIN HARYANA BIJLI VITRAN NIGAM
NAME
SIGN.
DRN
DGN
CHD
APPD
TITLE-
DRAWING OF RATING PLATE FOR 11 KV PILFER RESISTANCE METERING CUBICAL
PROJECTION-
DRG. NO.-
HMTU/11/14/B
SCALE
N.T.S.
DATE
SHEET
3 OF 5
TOLERANCE-±5%
NOTE:- ALL DIMENSION ARE IN M.M.
REV. 0

ANNEXURE 'B' TO SCHEDULE 'D'(Part-I)

SCHEDULE OF DELIVERIES

Sr. No.	Name of item / Specification	Name of consignee	Delivery Schedule
1.	11 KV CTs	**Any Where in Haryana**	**AS PER REQUIREMENT (to be decided/approved by CE/MM while issuing NIT)**
2.	11 PTs		

Note:-

1. The delivery schedule as mentioned above shall be read in conjunction with the clauses of type test and drawing mentioned in schedule – D (Part- II) , wherever applicable.
2. The material should be supplied to the consignees within 15 days of issue of dispatch authorization or within contractual delivery period whichever expires earlier. After this period, the firm will supply the material at its own risk and responsibility. The acceptances of such material with or without re-inspection upto the scheduled delivery period shall be at the sole discretion of Chief Engineer/MM, UHBVN/ DHBVN. Thereafter, Nigam will have a right to refuse or accept such delayed material on the applicable rates, terms & conditions.

Name & Full Address of Tenderer

Place:

Date:

ANNEXURE – IV

Format for raising Inspection Call by the Vendor / Supplier

From,

Name of the Firm with Complete Address

To,

Concerned Department (CE/MM)
Address

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

Sir,

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

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

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

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

Signature
Name
Designation
Company Seal

Note:-

Annexure – V

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

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

Sr. No.	Description	Stipulation in specification	Deviations offered	Remarks.
A.	**Commercial Terms:**			
	Clause No.			
B.	**Technical Specifications:**			
	Clause No.			

(Please use more Sheets, if required).

Designation
Name
Status
Dated: Whether Authorized Signatory of the Tendering Company
Place: Name of the Tendering Company

Annexure-VI

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 DHBVN, 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, witnessth 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, l or expenses suffered or incurred by the purchaser on account thereof and the guarantor shall immediately on receipt of any claim or claims from the said purchaser pay to the extent of the amount specified above “without demur or objection”.

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

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

The guarantor here by further agrees that the said purchaser shall have the full liberty without effecting in any manner the obligation of the guarantor hereunder with or without the

consent of the guarantor to vary any of the terms of the said contract or to extend time for performance of the said contract by the supplier from time to time or to postpone for any time or from time to time any of the power exercisable by the purchaser against the said supplier and either to forbear or enforce any of the terms or conditions relating to the said contract and the guarantor shall not be relieved from his liability by reasons of any variation or any extension being granted to the said supplier or for any forbearance, act or omission on the part of the said supplier or any indulgence by the said purchaser to the said supplier or any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the guarantor. Nor shall it be necessary for the said purchaser to sue the said supplier before suing the said guarantor for the amount/damages due under the deed of guarantee.

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

1. Witness

2. Witness Signature of the Guarantor

1. Witness

2. Witness Signature of the Supplier

1. Witness

2. Witness Signature of the CE/MM

For & on behalf of the DHBVN

Note:–

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

Annexure – VII

Format of Affidavit for past supplies

I, _____Director of M/s _____ with Headquarter at hereby solemnly affirm and declare that our firm has executed following purchase orders of any rating/s of 11 KV Pilfer Resistant Metering Cubicles duly fitted with 11 KV CTs &PTs and/or 11 KV CTs and/or 11 KV PTs of any rating/s, to any Govt. Power utility or private Discom viz. TP-DDL, BSES etc. of India in any one year during the last three years.

Sr. no.	Name of power utility/	Name of item	PO no. & date	Qty ordered	Qty. supplied till date	Remarks

Or

Our Firm has been empanelled by two Govt. Power utilities/Private Discoms viz. TP-DDL, BSES etc. for supply of material i.e. 11 KV Pilfer Resistant Metering Cubicles duly fitted with 11 KV CTs &PTs and/or 11 KV CTs and/or 11 KV PTs of any rating/s, as per details noted below:-

Sr. no.	Name of power utility/	Name of item	Empanelment Letter No. & Date	Remarks

I understand that if upon acceptance of our offer dated _____ against UHBVN/DHBVN tender enquiry no. QD-_____& QD_____ for supply of **11 kV Measuring CTs & PTs of various Ratios** any PO 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 UHBVN/DHBVN, for the consequences arising out of wrong declaration.
(The above information should be supported by documentary evidence)

_____
_____
_____

Attested by Notary Public

(The above information should be supported by documentary evidence)

Annexure – VIII

TO BE SUBMITTED ON FIRMS LETTER HEAD
DULY ATTESTED BY CHARTERED ACCOUNTANT

The firm M/s _____ has supplied following 11 KV Pilfer Resistant Metering Cubicles duly fitted with 11 KV CTs &PTs and/or 11 KV CTs and/or 11 KV PTs of any rating/s to any Govt. Power utility or private Discom viz. TP-DDL, BSES etc. of India in any one year during the last three years.

Sr. no.	Financial year	Name of the item	Quantity billed	Total bill value of items	Remarks
1.					
2.					
3.					

Annexure – IX

From

To

The Chief Engineer/MM,
DHBVN, Hisar

Subject;- **Undertaking in respect of Tender Enquiry no. QD- _____ & QD_____ for the procurement of 11 kV Measuring CTs & PTs of various Ratios.**

We hereby confirm our unconditional acceptance of all the terms and conditions mentioned in the tender documents against your tender enquiry no. QD- _____& QD_____ for the procurement of **11 kV Measuring CTs & PTs of various Ratios** . The material shall be supplied strictly as per technical specification of the Nigam/relevant ISS without any deviation.

_____

(Authorized Signatory of the firm)

Annexure – X

AFFIDAVIT FOR NON BLACKLISTING

(On NJSP)

I, _____ Director of M/S _____ with Headquarter at _____ being their authorized signatory, do hereby solemnly affirm and declare that M/S ___ _____ is not blacklisted by any State/Central Govt. or any of its agencies. I understand that if upon acceptance of our offer dated _____ against DHBVN/UHBVN tender enquiry No QD._____& _____ for supply of **11 kV Measuring CTs & PTs of various Ratios** 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 UHBVN, for the consequences arising out of wrong declaration.

_____

_____

_____

Attested by Notary Public

Annexure-XI

Price Schedule as provided in the Electronic tender at website

Sr. No.	Description of Item	NIT quantity	Place of Billing (Haryana/Out of Haryana)	Quantity Offered	Ex-work Price (Rs./Unit)	Excise Duty (%)	VAT/CST (%)	Freight and Insurance Charges (Rs/Unit)	Any Other duties or taxes (Rs./Unit)	Discount (Rs./Unit)	Landed Cost Formula