



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



**BIDDING DOCUMENTS**

**FOR**

**PROCUREMENT OF**

**11 KV, 400 Amp.**

**Double Throw**

**GO Switches**

**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](mailto:semmdhbvn@gmail.com) , [cemmhisar@gmail.com](mailto:cemmhisar@gmail.com)



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E-mail: [semmdhbvn@gmail.com](mailto:semmdhbvn@gmail.com) , [cemmhisar@gmail.com](mailto:cemmhisar@gmail.com)

**NOTICE INVITING TENDERS**  
(Only through e-procurement)

**NOTICE INVITED TENDER No. 618/DH/MM/XEN/MM-II**

**DATED: 13.12.2018**

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:-

Description of item	Quantity for DHBVN (Nos.)		Quantity for UHBVN (Nos.)		Total quantity (Nos.)	
	Min.	Max.	Min.	Max.	Min.	Max.
11 KV, double throw G.O switches 400 Amp. having 'Y' type blades, as per latest IS and as per Nigam's technical Specification no. CSC-94/R-1/DH/UH/P&D/2014-2015	300	450	300	450	600	900

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](http://www.dhbvn.org.in/web/portal/tenders)

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

For Publication only



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**DAKSHIN HARYANA BIJLI VITRAN NIGAM**

NOTICE INVITING TENDER  
(Only through e-procurement)  
**SCHEDULE OF TENDER (SOT)**

a NOTICE INVITING TENDER (NIT) NO.	618/DH/MM-II DATED: - 13.12.2018				
b) e-tender no.	107902				
c. MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid Through <a href="https://haryanaeprocurement.gov.in">https://haryanaeprocurement.gov.in</a> of Nextenders India Pvt. Ltd.)				
d. Tender Enquiry No. under NIT No.	<b>QD-799</b>				
e. Date of NIT available to parties to download					
f i) Earnest Money Deposit	<b>Rs. 1,09,000/-</b> <b>(2% of estimated cost subject to max. Rs. 2 Lacs). Exempted for Haryana State Micro and Small Enterprises (MSEs) including KVI units.</b>				
ii) Tender Fees (Non-refundable)	<table border="1"><tr><td>For all the bidders and Haryana based MEs (Rs.)</td><td>For the Haryana based MSEs and KVI units (Rs.)</td></tr><tr><td>5000/-</td><td>Exempted</td></tr></table>	For all the bidders and Haryana based MEs (Rs.)	For the Haryana based MSEs and KVI units (Rs.)	5000/-	Exempted
For all the bidders and Haryana based MEs (Rs.)	For the Haryana based MSEs and KVI units (Rs.)				
5000/-	Exempted				
iii) E-Service Fee (Non-refundable)	<b>Rs. 1000/-</b>				

Offer 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: -**

Description of item	Quantity for DHBVN (Nos.)		Quantity for UHBVN (Nos.)		Total quantity (Nos.)		Est. cost in Lacs.
	Min.	Max.	Min.	Max.	Min.	Max.	
11 KV, double throw G.O switches 400 Amp. having 'Y' type blades, as per latest IS and as per Nigam's technical Specification no. CSC-94/R-1/DH/UH/P&D/2014-2015	300	450	300	450	600	900	<b>Min.-53.32</b> <b>Max.-79.97</b>
Date of start	Last date of submission					Opening date of part-I	
14.12.2018 (12.00 Hours)	04.01.2019 (13.00 Hours)					04.01.2019 (15.00 Hours)	



- 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. This secure electronic payment gateway is an online interface between suppliers and online payment authorization networks. The Payment for Tender Document Fee and e-Service 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 bid 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, IIInd Floor, Sector-16, Panchkula – 134108  
**E - mail: [Chandigarh@nextenders.com](mailto: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	14.12.2018 at 12:00 Hours	04.01.2019 at 13:00 Hours
		Pre-bid meeting (If applicable)	-	
2	Manual submission of technical documents (Within 4 days from the opening of part-I)		-	07.01.2019 at 17:00 Hours
3	Technical Opening (Part-I)	-	04.01.2019 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, DHBN, Hisar



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UTTAR DAKSHIN HARYANA BILJI VITRAN NIGAM



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For Uploading on website only



**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](mailto: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



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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 outrightly.
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) <b>must be uploaded</b> . Memorandum of article and Memorandum of association of the firm, if applicable, shall also be <b>uploaded with the tender</b> . The firm shall submit the detail information in the performa of particular of bidder. <b>(Annexure-III)</b>





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. <b>The document shall be uploaded by the supplier/s.</b>
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 ( <b>Annexure-V</b> ), 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.	<b>Purchase Preference:</b> 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, G.O. No. 2/2/2016-4 I B II(1) dated 20.10.16, G.O. No. 2/2/2016-4 I B II(2) dated 20.10.16 & 2/3/2018-4IB-II dated 23.04.18 are available on website <a href="http://www.dsndharyana.gov.in">www.dsndharyana.gov.in</a> . 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.	<b>Arithmetical Errors:</b> - 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 undertaking 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 to 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 conform 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 along with 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. <b>The document shall be uploaded by the supplier.</b>
30.	The bidder shall submit all the requisite documents pertaining to the plant from where the material will be supplied. <b>The document shall be uploaded by the supplier.</b>
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. <b>The document shall be uploaded by the supplier.</b>
32.	No change in GTPs/technical parameters/drawings submitted along with 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.	<p><b>Submission of Quality Assurance Procedure</b></p> <p>The Vendor / Contractor at the time of submission of the drawings for approval from DHBVN/UHBVN is also required to submit a Quality Assurance Procedure (QAP) of the materials to be supplied for review and approval. In this QAP, the vendor / contractor shall clearly indicate the quality measures being taken by the manufacturer to maintain the quality of the finished product. The drawings/QAP once approved shall not be required to be submitted for approval again.</p> <p><b>QAP will indicate the following details:-</b></p> <ol style="list-style-type: none"><li>Tests being performed on the raw material purchased by manufacturer for manufacturing of the finished product.</li><li>Tests being conducted during manufacturing of the product (In process testing).</li><li>Tests which shall be done on the finished product at the time of pre-dispatch inspection.</li><li>Test results assured by the vendor.</li><li>Tests procedure followed for the inspection with full details of test setup etc.</li></ol> <p>The Inspection shall be carried out on the basis of the approved QAP. All the details provided by the vendor / contractor shall be verified by Nigam / Third Party during the inspection and if any deviation is found from the approved documents, it will be noted in the inspection report.</p>
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 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 GST, as applicable will be paid over the price delivered during the contractual delivery schedule and the vender is bound to extend the benefit of reduced rate of GST to Nigam, beyond the overall delivery shall be borne by the firm. Further, in case of award of contract/PO to the firm/s having exemption to Unit/Item in statutory levy like GST 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- 2/2/2016-4-IB-II(1) dated 20.10.2016 & 2/2/2016-4-IB-II(2) dated 20.10.2016 to Haryana based Micro, Small and medium Enterprises (Including KVI units) will be admissible only if the concerned Enterprises participate directly in the tender not through their intermediaries i.e. their dealers/agents and distributors etc. To avail the benefits of Haryana based Micro and Small Enterprises (Including KVI units), the bidders will upload the requisite documents along with the tender documents.





42.	<b>Where ever the Excise Duty (ED),CST or VAT has been mentioned in these tender documents, the same may be read as GST as applicable w.e.f 01.07.2017</b>
43.	<b>Pre-qualification conditions:</b> The firm quoting against the NIT shall meet with the Pre-qualification requirement as elaborated in <b>Annexure-II</b> without which the firm shall not be considered for placement of order. <b>The PQRs and other liabilities of the bidders shall be as per min. quantity offered by the firm.</b>

**Annexure-II**

**Pre-qualification conditions**

Sr. no.	<b>Pre-qualification conditions:</b> 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. <b>The PQRs and other liabilities of the bidders shall be as per min. quantity offered by the firm:-</b>
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.	<p>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. <b>(Estimated cost of material of NIT (taking min. qty. of the tender) is Rs. 53.32Lacs.</b></p> <p><b><i>Manufacturing Small Enterprises (Including Khadi &amp; Village industries) that have filed Entrepreneurs Memoranda in Haryana will be entitled to a concession of 70% on the turnover and shall be considered qualifying accordingly.</i></b></p> <p><b><i>Manufacturing Micro Enterprises that have filed Entrepreneurs Memoranda in Haryana will be entitled to a concession of 80% on the turnover and shall be considered qualifying accordingly.</i></b></p> <p><b>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. (format for CA certificate regarding turnover is enclosed as Annexure VIII)</b></p>
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.	<p>The firm bidding 20% or more of NIT quantity should have supplied at least 50% of the offered quantity of similar/higher size/rating in any one year during the last 5 financial years to DHBVN/UHBVN or any other Central/State Govt. Power Utility including NDPL/BSES and other Haryana Govt. department like HUDA/HSIDC etc.</p> <p>The turnkey experience of suppliers for supply of 11 KV, 400 Amp., Double Throw GO switches in respect of <b>only</b> DHBVN or UHBVN <b>will</b> be considered <b>against 50% supply of material</b>.</p> <p>The performance of suppliers in respect of their turnkey experience should be got verified from the construction wing of the concerned utility.</p> <p>The list of supplies for that particular year duly attested by CA must be uploaded &amp; attached. <b>Manufacturing Micro and Small Enterprises (Including Khadi &amp; Village industries) that have filed Entrepreneurs Memoranda in Haryana Exempted in respect of Past Performance &amp; Experience as part of Qualifying Requirements of the tender.</b> <b>Manufacturing Medium Enterprises that have filed Entrepreneurs Memoranda in Haryana Exempted in respect of Past Performance &amp; Experience as part of Qualifying Requirements of the tender.</b> <b>Manufacturing Medium Enterprises of the State that have filed Entrepreneurs Memorandum for quoted items in Haryana, participate directly in tender and not through any intermediaries (their dealers/agents/distributors), will not subcontract to any other firm and to carry the entire manufacturing at their enterprise. This concession will be applicable only for one year to newly registered Medium Enterprises or Medium Enterprises of State who are not eligible in State Public Procurement due to eligibility criteria of Past Performance &amp; Experience. The firm will be required to submit the detailed information in respect of above through an affidavit.</b></p> <p><b>The above relaxation are subject to fulfillment of conditions as per eligibility as notified by the Department of Industries &amp; Commerce, Govt. of Haryana in its order no. 2/2/2016-4IBII (1) dated 20.10.2016.</b></p> <p>(format for affidavit for past supplies is enclosed as <b>Annexure VII &amp; Certificate of CA is attached as Annexure-VIII</b>)</p>
v.	<p>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.</p> <p>(format for an affidavit of non-blacklisting is enclosed as <b>Annexure X</b>)</p>
vi.	<p><b>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.</b></p>



**SCHEDULE 'C'**  
**UTTAR/DAKSHIN HARYANABIJLI VITRAN NIGAM LIMITED**  
**TENDERFORM**

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/service 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 tenders 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 along with 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.



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



DA/Details of documents

Place  
Dated

Yoursfaithfully,  
Name&FullAddressof Tenderers



NITNo.618  
EnquiryNo. 800  
**SCHEDULE 'D'**

**(Part-I. General Conditions of Contract)**

**UTTAR/ DAKSHIN HARYANABIJLI 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 material to be supplied by the supplier under the contract as per clause of material specifications, price etc.
- (e) 'SPECIFICATION' shall mean and include the specifications as detailed in the attached herewith hand 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 others 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 in force.
- (m) 'Haryana DISCOMs' shall mean the UTTAR HARYANA BIJLI VITRAN NIGAM LIMITED



/DAKSHINHARYANABIJLIVITRANNIGAMLIMITEDas  
incorporatedunderCompaniesAct1956andshallinclude theirsuccessorsandassigns.

- (n) 'MANAGING DIRECTOR'shall mean the Managing Director of the NIGAM (DHBVNL/UHBVNL)duly appointedbytheGovt.
- (o) 'CONSIGNEE'shallmeantheofficertowhomthematerialsisrequiredtobedispatchedorthe personspecifiedinthepurchaseorder.
- (p) 'CONTRACT'shallmeantheNoticeInvitingTender,Instructionsfortenderers,Tender Forms, terms and conditions of contract with their annexures and purchase order/ acceptanceofoffer/Tender/Rate Contract.
- (q) 'DRAWING'shallmeanthedrawing/drawingsannexedtothespecification(ifany)oras approvedbythepurchaser.
- (r) 'PURCHASEAUTHORITY'shallmeantheofficersigningtheacceptanceoftenderand shallincludeanyofficerwhohasauthoritytoexecutetherelevantcontractonbehalfof thepurchaser.
- (s) 'PURCHASEORDER'shallmeananorderofsupplyofmaterialincludingtheacceptanceofthetender.
- (t) 'ANNEXURE'shallmeantheAnnexuretothetermsandconditions.
- (u) 'ACCEPTANCEOFTENDER'shallmeantheletterormemorandumcommunicatingto thesuppliertheacceptanceofhisoffer(Tender)andshallincludeadvanceacceptanceofhisoffer i.e. Letter of Intent or Rate Contract.
- (v) 'TEST'shallmeansuchtestasisprescribedbytheIndianStandardsInstitutionorby the Haryana DISCOMs and/orconsiderednecessarybytheauthorizedagentsofthepurchaser, whetherconducted/performedormadeby them oranyotheragencyactingunder their directions.
- (w) 'DELIVERY'shallbedeemedtotakeplaceondeliveryofthematerialinaccordance withthetermsandconditionsoftheContractaftertestandinspectionbythepurchaserorhisauthorize dagent,totheconsignee.
- (x) D.G.S&DshallmeantheDirectorGeneralofSuppliesandDisposals,GovernmentofIndia.
- (y) DS&DshallmeantheDirector Supplies&Disposal,Haryana.

## 2. PARTIES.

Thepartiestothecontractarethesupplierandthepurchaser,Legaladdressofthe partiestotheContractisunder:

Supplier Ms \_\_\_\_\_

Purchaser:DakshinHaryanaBijliVitranNigam(Hisar)/UTTAR Haryana Bijli Vitran Nigan





(Panchkula)

For all purposes of the contract including the arbitration thereunder, the address of the supplier mentioned above, shall be the address to which all communications addressed to the suppliers 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 PERSONS SIGNING THE CONTRACT ON BEHALF OF THE SUPPLIER.

The person who has assigned 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 persons 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 suppliers shall execute the contract in all respects in accordance with these terms and conditions. The material and every constituent 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 the 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 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 suppliers 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 agents shall, mutatis mutandis, apply to material rejected by the consignee as herein provided.

#### (iii) SUBLETTING AND ASSIGNMENT:



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

#### 5. ASSISTANCE TO SUPPLIER

The suppliers 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 suppliers 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 bid 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 suppliers 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 alongwith 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 suppliers 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 manners 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 orders 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 suppliers 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 suppliers 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 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), take 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 suppliers 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.. Act of God, act 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 along with 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 causes 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 authorized 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 unfruitful, 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 3<sup>rd</sup> 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 3<sup>rd</sup> party agency.

**In case the material offered for inspection fails in 1st 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 2<sup>nd</sup> 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 3<sup>rd</sup> 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 arrangements 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 moved 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 representatives 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 firm's 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 bidders shall arrange to supply the replacement within forty-five

(45) days of such detection at this 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. **GOODS & SERVICE TAX (GST) :**

The purchase shall pay GST at the prescribed rates (if applicable) on the production of the following Certificate by the supplier in triplicate:-

- Certified that the transaction in which the GST has been claimed has been/will be included in the return submitted/to be submitted to the Taxation authorities for the assessment of GST and amount claimed from the Haryana DISCOMs has been/shall be paid to the GST authorities.
- Certified that the goods on which the GST has been charged in Bill No \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ have not been exempted under the CGST Act. 2017//IGST Act 2017, SGST Act. 2017 & UTGST Act. 2017 or the rules made thereunder and the charges on account of GST on these goods are correct under the provision of the relevant Act or the Rules made thereafter.
- 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 GST paid/to be paid by us.
- Certified that we are registered as a dealer under GST and our registration no. is \_\_\_\_\_
- The vendor is bound to indemnify the Nigam for any loss occurred on account of non-payment of GST/non submission of proper returns with interest @ 24% for the period of default.





**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 materials 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 GST certificates, documentary evidence regarding transportation of the material from the place of manufacturing to the contractor and then from contractor to the Nigam and GST gate pass, wherever 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 invoices 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 suppliers 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 contracts 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 purchaser to recover the whole or the balance of the amount from the supplier by action at law or otherwise. The remedy under this clause will be in addition to and without prejudice to right available to the purchaser under other clause of these terms and conditions.

**19. DESPATCH OF MATERIAL AND DESPATCH INSTRUCTIONS:**

The suppliers shall be responsible to obtain complete Dispatch instructions from the purchaser before the dispatch of each consignment.



The supplier shall sufficiently pack this 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 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:

- 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
- 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.
- 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 terminates the contract in whole or in part. Available EMD



submitted by the firm/suppliers 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 of 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 anything 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 at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Nigam contract.

## 26. PATENT RIGHTS

The suppliers 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 suppliers 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 suppliers 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:

SignatureoftheSupplier.



**SCHEDULE 'D'**

**(Part-II. Particular Conditions of Contract)**

**UTTAR/ DAKSHIN HARYANABIJLI 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 price, freight and insurance, GST etc. should be clearly given in schedule of prices as per details in the enclosed Performa, which is a must.

**2) SAMPLE**

Material to be supplied strictly as per drawing attached with technical specification. No sample required to be submitted alongwith tender documents.

**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 suppliers 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 replacements shall be effected by the supplier within a reasonable time, but not, in any case, exceeding 45 days. The suppliers 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:-**

Material to be supplied strictly as per drawing attached with technical specification.

**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) TYPETESTCONDITIONS:**

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.

The principle components of G.O switches shall be Type Tested as per relevant clauses of IS-9921 (part-I to V) or latest version there of. Two sets of copies of Type Test certificates carried out only at **CPRI, ERDA, NPL or any other Govt. of India approved lab /testing house or NABL Accredited Labs** shall be accepted. The firm shall state the testing facilities available at their works.

The following shall comprise type tests.

- (a) Tests to verify the insulation level, including withstand tests at power-frequency voltage on auxiliary equipment.
- (b) Tests to prove that the temperature rise of any part does not exceed the limits.





- (c) Tests to prove the capability of the disconnecter or earthing Switch to carry the rated peak withstand current and the rated short-time withstands current.
- (d) Tests to prove the short circuit making capacity of earthing switches.
- (e) Tests to prove satisfactory operation and mechanical endurance.

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 GST certificates and GST gate pass, wherever required etc., whichever is later.
- (b) ***The Bank Guarantee of the value of 5% of the order value or estimated value of Rate Contract (where maximum value of rate contract (RC) is indicated, it will be on the basis of the same) [2% in case of Haryana based other firms/enterprises and 0.2% in case of micro and small enterprises (including khadi and village industries units) subject to fulfillment of conditions as per eligibility as notified by the Department of Industries & Commerce, Govt. of Haryana in its order no. 2/2/2016-4IBII (II) dated 20.10.2016.] for complete requisite period shall be furnished within 15 days from the date of issue of RC 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 reserves 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 along with 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 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.

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**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' along with their addresses and contact telephone. Fax Nos. and type of services offered and/or being offered to them. a) Electricity Companies/Board.	Page _____ to _____ page Page _____ to _____ page





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



13.	Details of Empanelment accreditation Electricity Board/Companies/other Client along with the 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 workforce with the agency.	



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



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

Specification no. CSC-94/R-1/DH/UH/P&D/2014-2015

TECHNICAL SPECIFICATION OF 11 KV DOUBLE THROW (TRIPLE POLE) GANG OPERATED  
CHANGE OVER SWITCH

Issue of month: March 2016

Common Specification Committee

(CSC approval date: 22.03.2016)

UHBVN & DHBVN



## 1. SCOPE

This specification covers the technical requirements of design, manufacture, testing at manufacturer's works, packing and forwarding, supply and unloading of 11 kV, 400 Amps Air Break Gang Operated Double Throw Triple Pole Change Over Switch at site / stores complete with all accessories for efficient and trouble free-operation. The specific requirements are covered in the enclosed technical data sheet. The switches shall be used on three phase 11kV 50 Hz A. C. Power system having solidly grounded neutral.

## 2. APPLICABLE STANDARDS & DESCRIPTION

- i) All material used for manufacturing 11 KV G.O. Switches i.e. 11 KV Post Insulators G.I. Pipe, MS Channel & Copper/Brass Male/Female contacts shall comply with the Indian Standard Specification IS: 2544 (Porcelain post insulators for systems with nominal voltages greater than 1000V), IS: 5340 (Part-III) and IS: 9921 (Part I to V) (Alternating current Disconnectors (Isolators) and Earthing switches for Voltages above 1000V). However, Material manufactured as per any other international standard offering material, quality and workmanship of equivalence or better shall also be acceptable. The detailed description of equipment shall be as under:
- ii) 11 KV, 400 Amps, double throw, triple pole gang operated, outdoor type, single break tilting type manually operated. Air Break Switches, suitable horizontal mounting on structures 6 meters above ground level fitted with 3 no. 11 KV Post Insulators per phase, i.e. 9 no. Post Insulators per switch of standard make conforming to latest versions of IS-2544 & IS-5350 (Part-III) complete with fixed & moving contacts base of gun metal cast/, duly electroplated and jaw (U) fixed with spring able strips. The middle movable contacts arm rotate on rocker or bearing and blades will be made of gunmetal/brass/copper casting, duly electroplated. Multi-bolt type clamps of non-ferrous metal will be provided for incoming and outgoing connections. Fixed and moving contacts fitted on 11KV Post Insulators will be mounted on suitable MS Channel (horizontal).

Phase coupler will be of 32mm diameter galvanized iron pipe. Operating rod shall be of 25 mm inner diameter and 32 mm outer diameter G. I. Pipe having free length of about 4 meter excluding the length of handle. The complete equipment shall be as per latest version of IS-9921 (Part-I to V). MS Channel, C.I. casting for lever and side plates are to be hot dipped Galvanized as per relevant ISS. All other ferrous parts including nuts, bolts and washers are to be hot dipped galvanized. All Current carrying nuts, bolts and washers are to be hot dipped galvanized. The equipment supplied shall also conform to detailed specification with guaranteed technical particulars.

## 3. PARTICULARS OF SYSTEM.



The switches shall be used on three-phase 11 KV 50 Hz A.C. Power system having solidly grounded neutral.

#### 4. CLIMATIC CONDITIONS:

The equipment/material to be supplied against this specification shall be suitable for satisfactory operation under the following climatic Conditions

i) Location	At various locations in the state of Haryana
ii) Max ambient temperature (deg.c) -	60
iii) Min ambient air temperature (deg. c)	-5
iv) Max average daily ambient temperature (deg. c)	40
v) Max. yearly weighed average ambient temperature (deg. C)	32
vi) Max. altitude above mean sea level (Meters)	1000
vii) Minimum Relative Humidity (%age )	26
viii) Max. Relative Humidity (%age)	95
ix) Avg. no of Rainy days/ year	120
x) Avg. annual rainfall	900mm
xi) Maximum wind pressure	195 Kg./m <sup>2</sup>

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



## 5. GENERAL TECHNICAL REQUIREMENTS:

S.No.	Description	Requirement
1.	Installation	Outdoor
2.	Type	Double Throw Triple Pole
3.	Service Voltage	11 kV
4.	Rated Voltage	12 kV
5.	Rated Frequency	50 Hz
6.	Current Carrying Capacity	400 Amps
7.	Rated short time current	18 kA for 1 Sec
8.	Rated peak current in closed position	46 kA
9.	One minute power frequency withstand voltage between	
	i) Earth & pole	28kV (r.m.s.)
	ii) Across terminal of open switch	32kV (r.m.s.)
10.	Rated lightning impulse withstand voltage betw	
	i) Earth & pole	75kV (peak)
	ii) Across terminal of open switch	85kV (peak)
11	No. of Post Per Phase	3

### 3. SWITCH INSULATION

Insulation to ground, insulation between open contacts and insulation between phases of the completely assembled G.O. Switches shall be capable of withstanding the dielectric test voltages specified in IS-9921-Part-IV. Insulation between open contacts of a pole shall at least be 15 % more than the insulation between the live parts of pole to ground, so that If any flash-over occurs when switch is open, it shall be to the ground. All insulators provided to form a stack shall conform to the relevant Indian Standard Specifications. The porcelain shall be homogeneous and free from all cavities and flaws. Design of insulators shall ensure ample insulation, mechanical strength and rigidity for satisfactory operation under site conditions. The design shall also ensure that the losses caused by capacitive current or conduction through



dielectric are minimum and that leakage due to moist and dirty insulators surfaces is least.

All metal caps and supports shall be cemented to the porcelain whereas the blades and contact blocks shall be bolted to the metal parts of the insulators thus making the replacement of damaged insulators easy. All ferrous metal parts, flanges, bolts and nuts etc. shall be galvanized.

The porcelain post insulators should be from the leading manufacturers like LAMCO, CGL, OBLEM, ELPRO, Raychem RPG, WS, Jayashree, Sun Insulators Pvt. Ltd. only.

### 3. G.O. SWITCH OPERATION AND OPERATING MECHANISM

The switches shall be suitable for local manual operation. The Operating mechanism shall comprise of operating pipe with intermediate couplings and manual operating handle. Height of operating handle may vary from 1000 to 1300mm. Bidder shall provide 'B' Class G.I. Operating pipe of 32 mm outer diameter & 25 mm inner diameter and 4 meters length (Min.) in single piece without joint. The operating mechanism shall give good mechanical leverage with minimum loose/lost motions. There shall be suitable pad-locking arrangement for both 'ON and OFF' positions.

### 4. BEARING OR ROCKER

Graded cast rocking type levers supported on side plates/fabricated type as per drawings. Bearing housing shall be weather proof and facilities shall be provided for easy lubrication.

### 5. PACKING & TRANSPORTATION.

The supplier shall be responsible for suitable packing of all the material and marking on the consignment to ensure correct dispatch to the destination. All G.O. Switches shall be packed suitably capable of withstanding rough handling for transportation to the various consignees so as to avoid any shortage and damage occurring during transit. Separators shall be fixed between the post insulators and other breakable parts of GO Switch and also between individual GO Switches so as to prevent relative movement to avoid damage. All the labels used on each packing shall be of tin securely bounded with wire and shall have the descriptive marking stamped thereon. All GO Switches damaged during transportation shall be to the supplier's account.

## 6. DESIGN FEATURE

### 6.2 Contact System

The male and female contacts assemblies shall be of sturdy construction and design to ensure





- I. Electro dynamic withstand ability during short circuits.
- II. Thermal withstand-ability during short circuits.
- III. Constant contact pressure even when the live parts of the insulator stacks are subject to tensile stresses due to linear expansion of connected bus bar of flexible conductors either because of temperature variation or strong winds.
- IV. Self-wiping action during closing and opening.
- V. Self-alignment assuring closing of the switch without calling for any adjustment.

## 10.2 Temperature Rise

Maximum temperature attained by any part of the isolating switches when in service at site under continuous and exposed continuously to the direct rays of sun and the air having temperature of 60 degree centigrade shall not exceed the permissible limits fixed by latest edition IS-9921 (Part-I to V). Maximum temperature rise under the above noted condition should not exceed the permissible limits when corrected for the difference between ambient temperature at site and the reference ambient temperature in IS-9921 (Part-I to V).

## 11. CURRENT CARRYING PARTS

All current carrying parts shall be of non-ferrous metal or alloys and shall be designed to limit sharp points/edges. Design of isolating contacts shall permit easy maintenance and renewal of contacts.

## 12. NAME PLATE & MARKING:-

The Air Break GO Switch shall be provided with durable and legible name plate, effectively secured against removal. The name plate shall be indelibly and distinctly marked with all essential particulars as per the relevant standards along with the following:

The Name plate shall be embossed with "PO no. with date" & "PROPERTY OF DHBVN".

- 6.1 Continuous operating Voltage
- 6.2 Rated Voltage
- 6.3 Rated Frequency
- 6.4 Manufacturer's Name
- 6.5 Type and Identification of the complete arrestor
- 6.6 Month/Year of Manufacture
- 6.7 Serial Number
- 6.8 Order reference.
- 6.9 Rated normal current in Amps.
- 6.10 Rated one second short-time current in Amps.

## 13. COMPLETENESS OF EQUIPMENT



All fittings, accessories or apparatus which may not have been specially mentioned in this specification but which are otherwise necessary for satisfactory working of G.O. switches shall be deemed to have been included in the scope of supply.

#### 14. ROUTINE TESTS

Routine tests as per latest edition of IS-9921 (part-I to V) shall be carried out at works of the manufacturer.

The following shall comprise Routine tests:-

- (a) Power frequency voltage dry test.
- (b) Measurement of the resistance of the main circuit.
- (c) Operating test.

Copies of Routine test certificates shall be supplied along with the acceptance tests carried out in the presence of purchaser's authorized representative. All tests reports shall be submitted and shall be got approved by the purchaser or his authorized representative before dispatch.

#### 15. INSPECTION

Testing and inspection of material in accordance with the relevant ISS as mentioned in clause 'Applicable standards' above and as per drawings approved by the purchaser, shall be carried out by the purchaser or his duly authorized representative at works of the manufacturers. The manufacturer shall provide to the inspecting officer all reasonable facilities without charge to satisfy him that the material is being furnished in accordance with the specification. The purchaser or his authorized representative shall have access at all reasonable times to manufacturer's works to inspect and witness the tests of the equipment manufactured.

The purchaser has the right to have the tests carried out at the cost of the supplier by an independent Govt. agency, wherever there is a dispute regarding the quality of material supplied.

#### 16. Drawings

The bidder shall submit two sets of detailed dimensional drawing indicating there in the material used for various components. Manufacture of material shall not be commenced before receipt of approved drawings from the purchaser.

Material not complying with dimensional drawings shall be rejected.

#### 17. Guaranteed Technical Particulars



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



Guaranteed Technical Particulars as detailed in Annexure – I shall be submitted along with the Tender. Tenders without accompanying GTP'S shall not be accepted.



ANNEXURE-I

GURANTEE TECHNICAL PARAMETERS FOR 11 KV DOUBLE THROW (TRIPLE POLE)  
GANG OPERATED CHANGE OVER SWITCH

S.No.	Description	Units	To Be Specified by the Bidder
1.	Installation		
2.	Type		
3.	Service Voltage	kV (rms)	
4.	Rated Voltage	kV(rms)	
5.	Rated Frequency	(Hz)	
6.	Current Carrying Capacity	Amps	
7.	Rated short time current	kA	
8.	Rated peak withstand current	kA	
9.	Rated line-charging breaking capacity	Amps	
10.	Rated Cable charging Breaking Capacity	Amps	
11.	No. of Post Per Phase	Nos.	
12.	Minimum Creepage Distance	mm	
13.	Phase to Phase Clearance	mm	600
14.	Phase to Earth Clearance	mm	
15.	Minimum distance between post insulator arm	mm	550
16.	No. of Poles	Nos	3
17.	No. of position	Nos	2
18.	One Minute Power Frequency withstand Voltage (Dry & Wet)	kV	



19.	No. of Nuts & Bolts for Current Carrying Connector	Nos.	
20.	Maximum Current Density	Amps/mm <sup>2</sup>	1.6
21.	Minimum Cross Section for Current carrying fixed contact	Sq.mm	
22.	Length of post insulator arm	mm	650
23.	Size of post insulator arm	mm	75x40x6
24.	Operating Pipe outer Dia.	mm	32
25.	Operating Pipe inner Dia.	mm	25
26.	Length of operating Pipe (minimum)	meters	4
27.	Length of male contact on each side	mm	162
28.	Thickness of male contact	mm	6
29.	Width of male contact	mm	40
30.	Angle between male contact	Deg	150
31.	Length of female contact	mm	105
32.	Thickness of female contact	mm	5
33.	Width of female contact	mm	25



**SCHEDULE OF DELIVERIES**

Sr.No.	Name of item Specification	Name of consignee	Delivery Schedule
	11 KV, double throw G.O switches 400 Amp. having 'Y' type blades, as per latest IS and as per Nigam's technical specification attached with tender documents.	Any Where in Haryana	<p>25% of the ordered quantity shall be supplied within 45 days from the date of issue of purchase order to be placed by CE/MM DHBVN/UHBVN and The subsequent supplies (after first lot) will be completed @25% of ordered quantity per month thereafter. Time is essence of the contract.</p> <p>The material should be supplied to the consignees within 15 days of issue of dispatch authorization or within contractual delivery period whichever expires earlier. After this period, the firm will supply the material at its own risk and responsibility. The acceptances of such material with or without re-inspection upto the scheduled delivery period shall be at the sole discretion of Chief Engineer/MM, DHBVN/ UHBVN. Thereafter, Nigam will have a right to refuse or accept such delayed material on the applicable rates, terms &amp;</p>

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:-**



(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.	<b>Commercial Terms:</b>			
	Clause No.			
B.	<b>Technical Specifications:</b>			
	Clause No.			

(Please use more Sheets, if required).

Dated: \_\_\_\_\_  
Place: \_\_\_\_\_

Designation  
Name  
Status  
Whether Authorized Signatory of the  
Tendering Company  
Name of the Tendering Company



**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 expressions 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 inter alia 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, witness that 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 may be suffered or incurred by the purchaser on account of any defect in the materials 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 that the said purchaser shall be the sole judge whether the supply/repair have been made according to the prescribed specifications, design and workmanship as laid down in the said contract and the supplier had committed breach or breaches of any of the terms and conditions of the said contract and the extent of loss/damage, cost, charges, or expenses suffered or incurred by the purchaser on account thereof and the guarantor shall immediately on receipt of any claim or claims from the said purchaser pay to the extent of the amounts 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 hereby 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 reason 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 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



**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 similar/higher size/rating in any one year during the last 5 financial years to DHBVN/UHBVN or any other Central/State Govt. Power Utility including NDPL/BSES and other Haryana Govt. department like HUDA/HSIDC etc.:-

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

I understand that if upon acceptance of our offer dated \_\_\_\_\_ against UHBVN/DHBVN tender enquiry no. QD-\_\_\_\_ for supply of \_\_\_\_\_ 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)



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

The firm M/s \_\_\_\_\_ has supplied following quantity of 11 KV 400Amp. Double Throw, GO Switches of similar/higher size/rating in any one year during the last 5 financial years to DHBVN/UHBVN or any other Central/State Govt. Power Utility including NDPL/BSES and other Haryana Govt. department like HUDA/HSIDC etc..

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





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



Annexure-IX

From

To

The Chief Engineer/MM,  
DHBVN, Hisar

**Subject;- Undertaking in respect of Tender Enquiry no. QD-799 for the procurement of 11 KV 400 Amp. Double Throw G.O Switches.**

We hereby confirm our unconditional acceptance of all the terms and conditions mentioned in the tender documents against your tender enquiry no. QD-799 for the procurement of 11 KV 400 Amp. Double Throw G.O Switches. The material shall be supplied strictly as per technical specification of the Nigam/relevant ISS without any deviation.

---

(Authorized Signatory of the firm)



**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. \_\_\_\_\_ for supply of  
\_\_\_\_\_ any P.O. is placed upon us, the same is liable to be  
cancelled if this declaration is found wrong at any subsequent time and further I understand to  
compensate the 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**

Tender Enquiry No. (0)	Item Description (1)	HSN Code (2)	NIT Quantity (Total) Min. Qty.) (3)	NIT Quantity (Total) Max. Qty.) (4)	Unit (5)	Place of billing (Haryana /Out of Haryana) (6)	Quantity Offered (Minimum) (7)	FOR Destination rates without GST in Rs. Per /Nos. (8)	GST % rates (9)	GST in Rupees (10)	Any other duty/levy in Rs. Per /Nos. (if applicable) (11)	Total amount (In Rs. Col No. (8+10+11) (12)
QD-799	11 KV, 400 Amp. Double Throw G.O. switch		600	900	Nos.							