



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



# **BIDDING DOCUMENT FOR PROCUREMENT OF THREE PHASE NET METERS**

**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 Sadan, 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. 663/DH/MM-I**

**DATED: 14.10.2020**

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	Total qty. (Min.)	Est. cost
Three phase net meters Conforming to Nigam's technical Specification No. CSC-147/R-II/DH/UH/P&D/2020-21 with latest amendment and as per relevant ISS thereof.	3200 no.	0.91 Cr.
Date of start	Last date of submission	Opening date of part-I
15.10.2020 at 11:00 Hours	05.11.2020 at 13:00 Hours	09.11.2020 at 15:00 Hours

Tender documents having detailed terms and conditions can be seen/downloaded from the portal <http://etenders.hry.nic.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.	663/DH/MM dated 14.10.2020				
b) e-tender no.	2020_HBC_147615_1				
c. MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid Through <a href="http://etenders.hry.nic.in">http://etenders.hry.nic.in</a>				
d. Tender Enquiry No. under NIT No.	<b>QD-844</b>				
e. Date of NIT available to parties to download	15.10.2020				
f i) Earnest Money Deposit	Rs 1.90 lakh but, Exempted for Haryana State Micro and Small Enterprises (MSEs) including KVI units and Startup/First generation Entrepreneurs subject to fulfillment of eligibility				
	<table border="1"> <tr> <th>For all the bidders and Haryana based MEs (Rs.)</th><th>For the Haryana based MSEs and KVI units and 'Startups' of the State (Rs.)</th></tr> <tr> <td>5900/- including GST @ 18%</td><td>Exempted</td></tr> </table>	For all the bidders and Haryana based MEs (Rs.)	For the Haryana based MSEs and KVI units and 'Startups' of the State (Rs.)	5900/- including GST @ 18%	Exempted
For all the bidders and Haryana based MEs (Rs.)	For the Haryana based MSEs and KVI units and 'Startups' of the State (Rs.)				
5900/- including GST @ 18%	Exempted				
ii) Tender Fees (Non-refundable)					
iii) E-Service Fee (Non-refundable)	<b>Rs. 1180/-</b> including GST @ 18%				

Note:- To avail concessions/benefits allowed to MSEs in respect of tender fee & earnest money deposit (EMD), the firms has to fulfill following eligibility conditions :-

Manufacturing Micro & Small Enterprises (MSEs) (including Khadi & Village Industries/Units) and startup/First generation Entrepreneurs who have filed Entrepreneur Memorandum in Haryana in respect of the quoted items, Participate directly in tender and not through any intermediaries (their dealers/agents/distributors), will not subcontract to any other firms and to carry the entire manufacturing at their enterprise.

Concerned MSE & startup/First generation Entrepreneurs will be required to submit the copy of Entrepreneurs Memorandum in respect of its category of Micro/Small/startup/First generation Entrepreneurs issued to the firm by the Industries Department Haryana as part of Technical bid.

**Note:- Eligibility for Startups/First Generation Entrepreneurs for the concessions/benefits:-**

- The entity is declared as a 'Startup/First Generation Entrepreneurs' as per provision contained in Haryana Government, Industries & Commerce Department Notification No. 49/43/2015-4IB1 dated 17.04.2016 notifying the scheme of "Start-ups/First General Entrepreneurs" in the State or as amended from time to time.
- The Startup will be required to submit the relevant information as above as part of technical bid of the relevant public procurement tender to claim the benefits/concession as mentioned.

Startups who have filed Entrepreneurs Memorandum/ Udyog Aadhar Memorandum in Haryana in respect of the manufacturing / works / service, 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/ works / service at their enterprise.

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



**SCHEDULE OF MATERIAL: -**

T.E. no.	Description of material	DHBVN		UHBVN		Total	
		Min	Max	Min	Max	Min	Max
QD- 844	Three phase net meters Conforming to Nigam's technical Specification No. CSC-147/R-II/DH/UH/P&D/ 2020-21 with latest amendment and as per relevant ISS thereof.	1600	2400	1600	2400	3200	4800

- 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 , e-Service & EMD Fee.**

- 1) The Bidders can download the tender documents from the Portal: <https://etenders.hry.nic.in>. The Bidders shall have to pay for the e-service fees, Tender documents & EMD fees online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between suppliers and online payment authorization networks. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ suppliers online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.
- 2) If the tenders are cancelled or recalled on any grounds, the e-service fees & tender document fees will not be refunded to the agency.
- 3) The detailed procedure/instructions to bidder on Electronic Tendering System are at **Annexure-I**.
- 4) **For any clarification regarding bid preparation and bid submission, please contact:**  
O/o. DS&D Haryana, SCO – 09, IInd Floor, Sector – 16, Panchkula – 134108

**E - mail:** [Support-eproc@nic.in](mailto:Support-eproc@nic.in) 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	15.10.2020 at 11:00 Hours	05.11.2020 at 13:00 Hours
2	Manual submission of technical documents		Up to 09.11.2020 at 17:00 Hours	
3	Technical Opening (Part-I)	-	09.11.2020 at 15:00 Hours	
4	Short-listing of Technical bids & Opening of Financial Bid		Will be intimated to the firms on their E-mail Ids	

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

**For uploading on website only**



**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 e-Procurement 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. <http://etenders.hry.nic.in>. The bidders are also required to have/obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities for submission and processing of the bids. Please visit the website for more details.

**2. Download of Tender Documents:**

The bidders can view and download the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <http://etenders.hry.nic.in>.

**3. Pre-requisites for online bidding:**

In order to bid online on the portal <http://etenders.hry.nic.in>, the user machine must be updated with the latest Java. The link for downloading latest java applet and "DC setup" Utility is available on the Home page under the tab 'Download' of the e-tendering Portal.

**4. Key Dates:**

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

**5. Bid Preparation (Technical & Financial) , Payment of Tender Document Fee, EMD fees and Submission of Bid Seal (Hash) of online Bids:**

The Following are to be made by the bidder through NIC portal:-

- a) Tender document fee of Rs. **5,900/-** through Debit Cards & Internet Banking Accounts .
- b) Earnest Money Deposit (EMD) **Rs. 2,00,000 /-** shall be submitted through online payment mode via through Debit Cards & Internet Banking Accounts and through RTGS / NEFT.
- c) E-service fees **Rs. 1,180 /-** shall be submitted through online payment mode via through Debit Cards & Internet Banking Accounts.

- 5.2 The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, validity and all other terms and conditions except the rates (price bid). The bidder ensure that uploaded documents must be properly numbered and indexed.

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

- 5.3 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:-**

1. If bidder fails to complete the Online Bid Preparation & Submission stage by the stipulated date and time, his/her bid will be not be considered.
2. Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <http://etenders.hry.nic.in>.
3. For help manual please refer to the 'Home Page' of the e-Procurement website at <http://etenders.hry.nic.in>, and click on the available link 'System Requirement' to download the file. Help manual is available on 'Home Page' of the <http://etenders.hry.nic.in>.

**For queries on Tenders Haryana Portal, kindly contact:-**

Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

<b>Tel :</b>	0120-4200462, 0120-4001002
<b>Mobile :</b>	8826246593
<b>E-Mail :</b>	support-eproc[at]nic[dot]in
	<b>For any technical related queries please call at 24 x 7 Help Desk Number</b>
	<b>0120-4001 002</b>
	<b>0120-4200 462</b>
	<b>0120-4001 005</b>
	<b>0120-6277 787</b>
	<b>International Bidders are requested to prefix 91 as country code</b>
	<b>EMail Support</b>
	A) For any Issues or Clarifications relating to the published tenders,
	bidders are requested to contact the respective Tender Inviting Authority
	<b>Technical - support-eproc(at)nic(dot)in</b>



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. (ii) Wholly State owned undertakings of Haryana.
8.	The tenders should remain valid for 180 days from the date of opening of tender (Part-I in case of two part tender) otherwise the same will not be accepted and rejected out-rightly.
9.	The offers/tenders will be opened on the date and time prescribed in the Notice Inviting Tenders. In case the date of opening falls on a holiday including Sunday or a holiday is subsequently declared on that date, the tenders will be opened on next working day following the holiday.
10.	All tenders/offers will be regarded as constituting an offer or offers open to acceptance in whole or in part until the last date of validity as prescribed in the notice inviting tenders or as indicated by the tenderer in his tender/offer, whichever be later.
11.	The price must be quoted in Indian Rupees and any mistake in calculating the rupee price will not justify the claim for increase in prices.
12.	Authenticated documents to prove authority of signatory (legal power of attorney in favour of signatory) <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 & 2/3/2016-4IB-II dated 03.01.2019 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 to 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 under taking should be given that it would be done within a reasonable period and within scope of the previous contract, if the firm declines to give this undertaking, it would be considered ineligible for competing against any subsequent tender/order and the current order would automatically pass on the next lower firm.
24.	The tender shall be issued by UHBVN/DHBVN for fixing the rate contract on behalf of both the power utilities i.e. DHBVN & UHBVN. However, all the purchase orders will be issued by CE/MM of respective utilities in a phased manner depending on the requirement of stores. The PQRs and other liabilities of the bidder shall be as per minimum quantity offered.
25.	Material offered should be strictly according to the technical specification attached with the tender documents as laid down in Annexure-A of Schedule D (Part-I) to the Terms and conditions of the contract. Unless a deviation in the specifications given in Annexure 'A' is pointed out by the tenderer specifically, it will be presumed that Offer/tender conforms to the specifications as laid down in Annexure 'A'. However, in case of any ambiguity in the Nigam's technical Specification, the provision of relevant IS with latest amendment will prevail. The concerned Director /Projects, shall be the deciding authority in such cases.
26.	EMD is liable to be forfeited in case of evidence of cartel formation by the bidder(s). The provision for penal action in case of cartel formation by the bidders shall be as per clause No. 9 of policy (guidelines) issued by the State Govt. vide G.O No. 2/2/2010-41 BII dated 28.5.2010.



27.	The purchaser reserves the right to reject any or all the tenders received without assigning any reason.
28.	The firm failing to accept the LOI/RC after having made commitments before SPC/HPPC (Nigam)/HPPC (Govt.) shall be blacklisted/ debarred from doing business with Nigam and earnest money of the firm shall be forfeited.
29.	The bidder shall submit alongwith his tender documents, the details of his production capacity, orders in hand/pending with quantity, value and delivery schedule of the material /equipments in question. <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 alongwith bid shall be allowed in case the offered material is as per technical specification of Nigam.
33.	The tenderer must submit a hard copy of all the documents related to part-I ( i.e. techno-commercial terms and conditions, where the tender is invited in two parts) uploaded on the site for the said tender duly certifying that these documents are same as uploaded on designated website, within 4 days of opening of part-I. (All affidavit & undertakings should be submitted in original with hard copy).
34.	<b>Submission of Quality Assurance Procedure</b> 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. <b>QAP will indicate the following details:-</b> i) Tests being performed on the raw material purchased by manufacturer for manufacturing of the finished product. ii) Tests being conducted during manufacturing of the product (In process testing). iii) Tests which shall be done on the finished product at the time of pre-dispatch inspection. iv) Test results assured by the vendor. v) Tests procedure followed for the inspection with full details of test setup etc. The Inspection shall be carried out on the basis of the approved QAP. All the details provided by the vendor / contractor shall be verified by Nigam / Third Party during the inspection and if any deviation is found from the approved documents, it will be noted in the inspection report.
35.	The firms will enter into an agreement with the Nigam to ensure that there is no fall in the prices of the item under rate contract and in case of any such price fall, the rates of the material will be revised as per any decrease in price.
36.	The max. Quoted qty. shall be considered as 1.5 times of the min. qty. quoted by the bidder/s against the NIT.
37.	MODVAT benefits, if any, be included in quoted prices and confirmed in bid submission.
38.	All the other terms and conditions will be as per latest guidelines of Govt. of Haryana and schedule D (general and particular terms & conditions of contract) and technical specification of Nigam. However, any statutory variation shall be borne by the Nigam, during contractual delivery schedule only i.e. increase in GST as applicable will be paid over the price fixed as per Work/ Purchase Order, where the goods are delivered during the contractual delivery schedule and the vender is bound to extend the benefits of reduced rates 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.	<b>The benefits applicable vide Govt. of Haryana office order no- G.O. No. 2/2/2016-4 I B II (1) dated 20.10.16 &amp; G.O. No. 2/2/2016-4 I B II (2) dated 20.10.16 to Haryana based Micro and Small Enterprises (Including KVI units) will be admissible only if the concerned Enterprises participate directly in the tender not through their intermediaries i.e. their dealers/agents and distributors etc. To avail the benefits of Haryana based Micro and Small Enterprises (Including KVI units), the bidders will upload the requisite documents along with the tender documents.</b>
42.	The concession / benefits in public procurement to startup / First Generation Entrepreneurs in the State will be applicable as per the Notification issued by the Govt. of Haryana vide office order No. 2/2/2016-4 I B II dated 03.01.2019 or latest instruction issued by the State Govt. To avail the benefits of startup / First Generation Entrepreneurs in the State, the bidders will upload the requisite documents along with the tender documents.
43.	<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>
44.	<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>
45.	<b>In case of bidders who have not supplied the material in past to Haryana DISCOM, the Nigam reserves the right to conduct pre-order inspection of firm's works to ascertain its technical as well as financial capabilities to execute the order.</b>



## 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 bidder must possess valid ISO 9001:2008 certification for meter manufacturing, ISO 27001:2005 for information security management system & ISO 14001:2004 for environmental management system 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 bidder should have a Minimum average annual turnover of INR 400 Crores, calculated as total certified payments received for contracts in progress and/ or completed, within the last five (5) years, divided by five (5) years, for metering business only. The above said document shall be duly authenticated by registered CA in the below noted format (Annexure-XIV).</p> <p><b>The balance sheet of that particular year may also be attached. (Estimated cost of material of NIT (taking min. qty. of the tender) is Rs. 0.91 Cr..</b></p> <p><b>Manufacturing Small Enterprises that have filed Entrepreneurs Memoranda in Haryana will be entitled to a concession of 70% on the turnover and shall be considered qualifying accordingly</b></p> <p><b>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.</b></p> <p><b>Note- 1: - To avail concessions/benefits allowed to MSEs in respect of turn over criteria , the firms has to fulfill following eligibility conditions :-</b></p> <p><b>Manufacturing Micro &amp; Small Enterprises (MSEs) (including Khadi &amp; village Industries/Units) who have filed Entrepreneur Memorandum in Haryana in respect of the quoted items, Participate directly in tender and not through any intermediaries (their dealers/agents/distributors), will not subcontract to any other firms and to carry the entire manufacturing at their enterprise.</b></p> <p><b>Concerned MSE will be required to submit the copy of Entrepreneurs Memorandum in respect of its category of Micro/Small issued to the firm by the Industries Department Haryana as part of Technical bid.</b></p> <p><b>The concessions/benefits as allowed to MSEs of the state in respect of Turnover will also be provided to 'Startups' of the State (having eligibility noted in note appended below) by considering them to be at par with micro and Small Enterprises (MSEs) subject to the condition that the Startups shall be required to meet the other quality and technical specifications as part of qualifying requirements of the procurements.</b></p>
iii.	Minimum quantity to be quoted shall be <b>atleast 50% of min. qty. of the NIT. Any offer below 50% of the min. qty. of NIT shall be rejected</b> and its price bid shall not be opened.





iv.	<p>The firm bidding 50% or more of NIT quantity must have manufactured and supplied minimum quantity of 5 Lacs of any type &amp; rating of fully static energy meters with LCD display &amp; communication port during the last three financial years <b>to any power distribution utilities of India. (Govt./Pvt.).</b></p> <p><b>The list of supplies for that particular year duly attested by CA must be uploaded &amp; attached. (format for affidavit for past supplies is enclosed as Annexure VII &amp; Certificate of CA is attached as Annexure-VIII)</b></p> <p><b>Note:-1 Past performance &amp; experience is exempted to manufacturing Micro &amp; Small Enterprises (MSEs) including Khadi &amp; Village Industries/Units who have filed Entrepreneur Memorandum in Haryana and further :</b></p> <p><b>a) Those MSEs have quality Certification of ISI/ISO AgMark/Quality Mark issued from competent authority in State or Central Govt. in respect of the items/goods mentioned in the tender.</b></p> <p style="text-align: center;"><b>OR/AND</b></p> <p><b>b) Those who are registered with DGS&amp;D NSIC/GOI Department/State Govt. Department /GOI PSUs/State Govt. PSUs in respect of the item/goods mentioned in the tender.</b></p> <p><b>The firm will be required to submit the detailed information in respect of above through an affidavit as per the format enclosed as Annexure-XIII.</b></p> <p><b>Note: - 2 Past performance &amp; experience is exempted to manufacturing Medium Enterprises (MEs) who have filed Entrepreneur Memorandum in Haryana for quoted items, participate directly in tender and not through any intermediaries (their dealers/Agents/distributors)and 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 of Medium Enterprises of State who are not eligible in State Public Procurement due to eligibility criteria of past performance and experience. The firm will be required to submit the detailed information in respect of above through an affidavit as per the format enclosed as Annexure-XIV.</b></p> <p><b>The concessions/benefits as allowed to MSEs of the state in respect of Past Performance &amp; Experience and Purchase Preference will also be provided to 'Startups' of the State (having eligibility noted in note appended below) by considering them to be at par with micro and Small Enterprises (MSEs) subject to the condition that the Startups shall be required to meet the other quality and technical specifications as part of qualifying requirements of the procurements.</b></p>
v.	<p>Those firms shall not be entitled to submit tender which are blacklisted by any Central / State Govt. or any of its agencies or <b>any Power Utility (GENCO/TRANSCO/ DISCOM) owned by Govt. / Private sector in India.</b> Those firms <b>whose promoters / partners / directors are the promoter / partner / director of any blacklisted firm in India shall also not be eligible.</b> Moreover, none of the Promoters/ Partners / Director of participating firm should have been disqualified / debarred by any State / Central Government or any of its agencies / Regulatory authority to become the promoter / partner / director of any company / firm in India.</p> <p>The above conditions shall be applicable on the date of issuance of the NIT.</p> <p>The firm / bidder shall submit an affidavit of non-blacklisting on the non-judicial stamp paper of the appropriate value attested by Notary public in this regard. <b>The bidders shall also submit the complete detail of their promoters / partners / Directors along with their complete addresses, DIN number and contact details.</b></p> <p>(Format for an affidavit of non-blacklisting is enclosed as Annexure X of bidding documents).</p>
vi.	<p>The Bidder must possess a valid Bureau of Indian Standard Certification (ISI mark) for meters being manufactured in India.</p>
vii.	<p>The bidder shall submit a copy of valid certificate of Capability Maturity Model Integration (CMMI) level 3 version 1.3 or above issued by recognized body like SEI etc. alongwith his bid.</p>
iii.	<p>Manufactures should possess fully computerized meter test benches for carrying out routine and acceptance tests.</p>



ix.	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
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**Note:- Eligibility for Startups/First Generation Entrepreneurs for the concessions/benefits:-**

- The entity is declared as a 'Startup/First Generation Entrepreneurs' as per provision contained in Haryana Government, Industries & Commerce Department Notification No. 49/43/2015-4IB1 dated 17.04.2016 notifying the scheme of "Start-ups/First General Entrepreneurs" in the State or as amended from time to time.
- The Startup will be required to submit the relevant information as above as part of technical bid of the relevant public procurement tender to claim the benefits/concession as mentioned.
- Startups who have filed Entrepreneurs Memorandum/ Udyog Aadhar Memorandum in Haryana in respect of the manufacturing / works / service, 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/ works / service at their enterprise.





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



**SCHEDULE 'C'**

UTTAR/DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED  
TENDER FORM

From

To

Offer No. \_\_\_\_\_

Dated \_\_\_\_\_

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

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

Dear Sir,

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

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

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

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

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

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

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

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

DA/Details of documents

Place  
Dated

Yours faithfully,  
Name & Full Address of Tenderers



NIT No. \_\_\_\_\_

Enquiry No. \_\_\_\_\_

**SCHEDULE 'D'**

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

**UTTAR/ DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED**

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

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

- (a) The "PURCHASER" shall mean the Haryana DISCOMs (DHBVNL /UHBVNL) or their authorized agent and shall include their Successors in office, and assigns.
- (b) The "SUPPLIER" shall mean M/s \_\_\_\_\_ and shall include the supplier's legal representatives, successors, and assigns.
- (c) "MANUFACTURERS" shall mean M/s \_\_\_\_\_ and shall include their legal representatives, successors, and assigns.
- (d) "MATERIAL" all the materials to be supplied by the supplier under the contract as per clause of material specifications, prices etc.
- (e) 'SPECIFICATION' shall mean and include the specifications as detailed in the attached herewith and Drawings attached thereto as well as samples and patterns, (if any).
- (f) The 'SITE' shall mean and include the lands and buildings over/under/upon and in which the materials are to be installed and used in accordance with the terms and conditions.
- (g) 'PLACE OF DELIVERY' shall mean the place of delivery at which the supplier is responsible to deliver the material at the contract price as specified in the clause "Material-Specification: Price etc.
- (h) 'COMMERCIAL USE' shall mean the use to which the material can commercially be put.
- (i) 'MONTH' shall mean a calendar month.
- (j) 'THE TERMS' F.A.S., F.O.R., F.O.B., C.I.F. and other shipping/ despatch terms as used herein, shall have meaning in accordance with their uses in India.
- (k) 'WORK' shall mean and include supply of all the materials, plants and equipment and rendering of other services by the supplier under this contract.
- (l) 'ACT' shall mean the Companies Act 1956 and shall include any statutory amendments, Modifications or re-enactment thereof for the time being in force.
- (m) 'Haryana DISCOMs' shall mean the UTTAR HARYANA BIJLI VITRAN NIGAM LIMITED /DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED as incorporated under Companies Act 1956 and shall include their successors and assigns.



- (n) 'MANAGING DIRECTOR' shall mean the Managing Director of the NIGAM (DHBVNL/UHBVNL) duly appointed by the Govt.
- (o) 'CONSIGNEE' shall mean the officer to whom the materials is required to be dispatched or the person specified in the purchase order.
- (p) 'CONTRACT' shall mean the Notice Inviting Tender, Instructions for tenderers, Tender Forms, terms and conditions of contract with their annexures and purchase order/ acceptance of offer/Tender/Rate Contract.
- (q) 'DRAWING' shall mean the drawing/drawings annexed to the specification (if any) or as approved by the purchaser.
- (r) 'PURCHASE AUTHORITY' shall mean the officer signing the acceptance of tender and shall include any officer who has authority to execute the relevant contract on behalf of the purchaser.
- (s) 'PURCHASE ORDER' shall mean an order of supply of material including the acceptance of the tender.
- (t) 'ANNEXURE' shall mean the Annexure to the terms and conditions.
- (u) 'ACCEPTANCE OF TENDER' shall mean the letter or memorandum communicating to the supplier the acceptance of his offer (Tender) and shall include advance acceptance of his offer i.e. Letter of Intent or Rate Contract.
- (v) 'TEST' shall mean such test as is prescribed by the Indian Standards Institution or by the Haryana DISCOMs and/or considered necessary by the authorized agents of the purchaser, whether conducted/performed or made by them or any other agency acting under their directions.
- (w) 'DELIVERY' shall be deemed to take place on delivery of the material in accordance with the terms and conditions of the Contract after test and inspection by the purchaser or his authorized agent, to the consignee.
- (x) D.G.S & D shall mean the Director General of Supplies and Disposals, Government of India.
- (y) DS&D shall mean the Director Supplies & Disposal, Haryana.

## 2. PARTIES.

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

Supplier M/s \_\_\_\_\_

Purchaser: Dakshin Haryana Bijli Vitran Nigam (Hisar)/UTTAR Haryana Bijli Vitran Nigan (Panchkula)

For all purposes of the contract including the arbitration there under, the address of the



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

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

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

**4. RESPONSIBILITY OF THE SUPPLIER FOR EXECUTING THE CONTRACT.**

**(i) RISK IN MATERIAL**

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

**(ii) CONSIGNEE'S RIGHT OF REJECTION**

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

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

**(iii) SUBLETTING AND ASSIGNMENT:**

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

**5. ASSISTANCE TO SUPPLIER**

The supplier shall be solely responsible to procure any raw material, license or permit



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

**6. SECURITY DEPOSIT**

- i) The earnest money furnished by the successful tenderers to whom the purchase order/ contract is allotted shall be refunded within 7 days from the verification received from the concerned Bank of performance guarantee as per contract (performa enclosed as **Annexure-VI**) by the accounts wing/DDO. The earnest money of lowest (L-2) shall be released after submission of performance Bank Guarantee by the successful bidder i.e. L-1. For remaining participating firms, EMD shall be refunded after finalization of the procurement case.
- ii) BG shall be retained by the purchaser for the period valid for 90 days after the expiry of warranty period as per clause of 'WARRANTY'.
- iii) No claim of the supplier shall lie against the purchaser either in respect of interest or any depreciation in the value of security deposit.
- iv) If, the supplier fails or neglects to observe or perform any of his obligations under this contract, it shall be lawful for the purchaser to forfeit at his absolute discretion, the Available EMD shall be forfeited and BG shall be encashed besides invoking clauses no. 21 & 28 i.e "Termination of Contract for default" & "Blacklisting of Firm" respectively.

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

**7. MATERIAL, SPECIFICATIONS, PRICES, ETC.**

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

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

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

**a) Periodical Assessment of Rate:**

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

**b) Price Fall Clause:**

- i) The prices charged for the material supplied under the rate contract by the firm shall in no way exceed the lowest price at which the firm sales the material to any person/organization Including the purchaser or any other department of the central Govt. or any Deptt. of the State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be during the delivery period till performance of all supply orders placed during the currency of the rate contracts is completed.
- ii) If at any time during the said period, the firm reduces the rates of the material as contained/ described in the contract or offer to sell such material to any person / Organization including the purchaser or any Deptt. of Central Govt. or any Deptt. of the State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, at price lower than the price chargeable under the rate contract, shall forthwith notify such reduction / sale or offer to sale to the Nigam and the price payable under the rate contract for the material supplied after the





date of coming into force of such reduction or sale offer to sale, shall stand correspondingly reduced.

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

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

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

9. **(i) DELIVERY**

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

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

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

(iii) **NOTIFICATION OF DELIVERY:**

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

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

(v) **DAMAGES FOR DELAY IN DELIVERY:**

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

No supplies/consignments received after the due date, on which they were actually due according to the terms of the purchase order, shall be accepted by the consignee except, with the approval of the purchasing authority.

In case the purchasing authority decides to accept a delayed supply, the supplier shall be liable to pay penalty @ one half of one percent per week or part thereof of the value of goods so delayed subject to a maximum of 5% of the total value of the delayed supplies. In case the delivery schedule provides lot wise delivery of material, lot wise penalty shall be imposed.





(vi) **PASSING OF A PROPERTY:**

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

(vii) **TAKING OVER CERTIFICATES:**

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

**10. FORCE MAJEURE:**

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

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

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

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

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

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

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

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

**14. TESTS AND INSPECTION:**

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



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

The vendor /supplier shall also provide a copy of approved QAP, drawings along with the inspection call. Vendor / supplier should give it in writing that he is ready for the inspection.

On receipt of the advance notice from the supplier offering the material for inspection the purchasing authority will get the material inspected and issue the dispatch authorization within 20 days. In case the Inspecting Officer finds on arrival at the supplier's premises that the material was not ready for inspection and that the notice given by the supplier was 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 arrangement for inspection of the material or any part thereof at his premises or at any other place specified by the Purchaser or his authorised agent.

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

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

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

**iv) METHOD OF TESTING:**

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

- v) The Supplier shall mark or permit the purchaser or his authorized agent to mark all the approved material with a recognized Purchaser's mark. The material which cannot be so marked, shall, if so, required by the Purchaser or his authorized agent, be packed in suitable packages or cases which shall be sealed and marked with such mark.



vi) **REMOVAL OF REJECTED MATERIAL:**

If any material is rejected by the Purchaser or his authorized agent after tests and inspection or by the consignee, the material so rejected shall be removed from the premises of rejection by the supplier at his own cost. Such rejected material shall under all circumstances lie at the risk of the Supplier from the moment of such rejection; and if such material is not removed by the Supplier within a period of 45 days, from the date of notice given by the consignee/Purchasing Department for lifting of such material, Purchaser or his authorized Agent or consignee may dispose of such material in any way at the Supplier's risk and cost and retain such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal and shall also be entitled to recover handling and storage charges for the period during which the rejected material is not removed.

vii) **CERTIFICATE OF TEST & INSPECTION**

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

viii) **POST RECEIPT INSPECTION:**

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

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

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

**15. GOODS & SERVICE TAX(GST)**

The Purchaser shall pay Goods and Service Tax (GST) at the prescribed rates (if applicable) on the production of the following Certificates 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. \_\_\_\_\_ dt. \_\_\_\_\_ 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 thereunder.
- iii) Certified that we shall always indemnify the Haryana DISCOMs in case it is found at a later stage, that wrong or incorrect payment had been recovered on account of GST paid/to be paid by us.
- iv) Certified that we are registered as a dealer under the 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 material supplied, quantity supplied, rates, details of extra claims, etc. as well as the name of the consignee who received the material, shall be submitted in triplicate, duly accompanied by the receipted good challan, inspection note/test certificate in original, prescribed GST/ CGST certificates and then from contractor to the Nigam and E-Way bill, where required.
- ii) All freight charges whether paid or to pay, and whether chargeable to the Nigam or included in the quoted price, shall be shown in the invoice separately.
- iii) All bills and/ or invoices shall be sent by the supplier to:

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for payment.

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

**18. NEGLIGENCE:**

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





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

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

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

**20. REPLACEMENT AND REJECTION:**

Material found sub-standard or defective or not conforming to the prescribed specification in any manner, at consignee's end shall not be accepted and intimation to this effect shall be given to the supplier, the purchasing authority and the Controller of Stores by the consignee. The purchasing authority shall promptly take up the matter with the supplier and ask him to rectify or replace the defective/sub-standard material forthwith and in any case within a period of 45 days from the date of intimation about such defective material by the stores wing, failing which, the Nigam shall reserve the right to get the defect rectified at the supplier's cost or to withhold the amount equal to cost of defective material. The supplier shall also be intimated that all expenses involved in the replacement by way of handling, transportation, storage, etc. shall be to their account. The payments so withheld shall be released after the receipt of repaired/replacement material. In case, the supplier still does not respond for lifting the defective material, despite continuous follow-up, the procedure as prescribed in as per clause no. 21 read with sub-clause 28.1 (a & b) shall be invoked for termination of contract, encashment of BG, imposing LD charges @ 5% of the value of defective/ rejected/ undelivered material and initiation of action for blacklisting etc. Even after expiry of 90 days, if there is no response from the firm, Nigam can deduct the cost of the defective equipments/material from the pending liabilities of the firm, including encashment of the BG of the firm, available with Nigam against the same P.O. or in other cases.

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

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

**21. TERMINATION OF CONTRACT FOR DEFAULT**

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

- a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or
- b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser.
- c) If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract (The definition of corrupt or fraudulent practices defined under clause-25).

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



**22. SET-OFF:**

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

**23. SUPPLIER'S DEFAULT LIABILITY :**

In the event of breach of any these terms and conditions by the supplier, the purchaser can terminate the contract without Notice to the supplier at any stage and the supplier shall have no claim whatsoever on the purchaser on this account. But the supplier shall be liable to pay to the purchaser a sum equivalent to 5% of the value of the undelivered material as liquidated damages and not as a penalty.

**24. LAWS GOVERNING THE CONTRACT**

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

**25. Corrupt or Fraudulent Practices**

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

- (a) Defines, for the purposes of this provision, the terms set forth as follows:
  - (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution: and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Nigam, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive the Nigam of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Nigam contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Nigam contract.

Any attempt on the part of participating firm(s)/manufacturer(s) to exert extraneous influence whatsoever on Discom officer/official with a view to obtain undue advantage at any stage during the course of tender processing will make it liable for being blacklisted/debarred from entering into any business with DHBVN & UHBVN for a period of three years. Name(s) of such firm(s)/manufacturer(s) shall also be uploaded on the Nigam's website





## 26. PATENT RIGHTS

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

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

## 27. SETTLEMENT OF DISPUTES

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

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

## 28. Blacklisting of the Firms:

As the purchase order becomes a valid contract between the purchaser and supplier on the date of its issue, no further changes in the terms and conditions thereof are permissible and any request received in this regard from the supplier should be summarily rejected, making it clear to supply the goods strictly in accordance with the terms and conditions of the contract. It should be noted that such a liability can be enforced on the supplier only if the purchase order does not contain any term or condition contrary to what had been quoted in the supplier's tender. Once this is ensured, any attempt by the supplier to back out of his commitment should be taken seriously and his earnest money deposited be forfeited forthwith, without prejudice to any further legal remedies open to the Nigam under the relevant laws. Where necessary, the case of supplier illegally backing out of the commitment, should also be put up to the Board of Directors for consideration and to decide for black-listing of the firm and damages, if any, to be recovered

### 28.1. Procedure for Blacklisting of firm

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

- a) *A notice shall be served by the purchasing department on the supplier by registered post/speed post bringing his defaults to his notice and asking him to complete all pending supplies / or to settle dispute within a period of 15 days from the date of issue of Notice.*
- b) *In case the firm fails to comply with the notice(s), a show Cause notice of 21 days shall be issued why the firm/supplier/contractor should not be blacklisted. In the Show Cause Notice complete details of the case, default committed by the firm/supplier/contractor and details of notices issued by the Nigam shall be incorporated.*
- c) *In case the supplier/firm/contractor fails to comply with the notice issued for blacklisting or does not respond to show cause notice or the reply as submitted is not found justified/convincing. The contract with the firm/supplier shall be terminated inter-alia taking other action as per regulation no. 20 & further the firm may be blacklisted with the approval of BODs.*



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

**29. ARBITRATION**

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

Place :

Date :

Signature of the Supplier.



**SCHEDULE 'D'**

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

**UTTAR/ DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED**

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

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

**1) PRICE :-**

The prices quoted shall be 'FIRM' and 'FOR' destination basis anywhere in Haryana. The breakup of prices quoted viz. Ex-works prices, GST, freight and insurance etc. should be clearly given in schedule of prices as per details in the enclosed Performa, which is a must.

**2) SAMPLE**

Not Required

**3) Delivery:**

**i) Acceptance Early Supplies**

- (a) In case the material is required early by the Nigam and the purchasing authority requests for the same, then the payment would be regulated as per PO provisions i.e. actual delivery (physical) date shall be considered as due date of delivery.
- (b) in case any firm supplied the material earlier than the actual due date of supply, then the payment procedure/terms shall remain the same as per terms and conditions and lots due date mentioned in the relevant PO/work order.

**ii) Acceptance of delay supply :-**

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

**4) Warranty:-**

The supplier shall be made responsible to replace free of cost, with no transportation or insurance-cost to the Nigam, up to the destination, the whole or any part of the material which in normal and proper use proves defective in quality or workmanship, subject to the condition that the defect is noticed within 66 months from the date the material is received by the consignee or 60 months from the date of installation whichever period may expire earlier. The consignee or any other officer of the Nigam actually using the material will give prompt notice of each such defect to the supplier as well as the Purchasing authority and the Controller of Stores. The replacement shall be



effected by the supplier within a reasonable time, but not, in any case, exceeding 45 days. The supplier shall also arrange to remove the defective supply within a reasonable period but not exceeding 45 days from the date of issue of the notice in respect thereof, but only after replacement of defective material.

**In case the replacement of defective material is not carried out within 45 days of our intimation of defects, the supplier shall have to pay interest @12% per annum of the value of Three phase net meters beginning from the date of its receipt in store or date of intimation given by SDO (OP) / SDO (Store) whichever is later upto the date of its receipt by Nigam after replacement/repair.**

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 66/60 months shall be one time. In addition to above, warranty should be extended by the supplier for the period for which the service was not rendered by the material/equipment supplied by the supplier which would be allowable for one occasion only. In case of recurrence, the material/ equipment shall have to be replaced afresh or cost of the material shall be recoverable from the pending liabilities of the supplier/contractor towards Nigam.

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

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

**5) DRAWINGS:-**

Not Applicable

**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.
- d) 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.
- e) **A committee of two XENs to be constituted by Director/ Projects at random may also draw sample from any lot for checking as per (b) to (d) above.**
- f) **Sample (s) Selection:-**

Samples from each lot of material received against P.O., shall be sent to NABL accredited lab (Govt. /Semi Govt. / Private Lab) to carry out the acceptance tests, at Nigam's cost. Further, one sample from each of the consignee stores of DI may be selected & sealed for testing from NABL lab. However, atleast, two samples from each DI shall be sent to NABL lab for testing. If any of the sample fails the entire lot shall be rejected and cost of testing shall be charged from the firm. However, testing of 2<sup>nd</sup> 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, 2<sup>nd</sup> 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) **within 45 days of intimation.**
- For the quantity already utilized against the aforementioned lot in field then a deduction @ **50% (Fifty Percent)** of FOR destination prices of the material utilized shall be made.

#### 8) TYPE TEST CONDITIONS:

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

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

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

Penalty @ 0.5% per fortnightly or part thereof subject to maximum 3% of the contract value will be imposed, in case type test reports are not submitted within 45 days (90 days in case of Power Transformer) from the date of LOI.

In the event of non-submission of type test results even after levy of maximum penalty, the firm will be debarred in the first instance for participation in the next tender of similar items floated by DHBVN/UHBVN after the date of such debarment.

However, Nigam reserves the right to take recourse to other punitive actions against the firm which inter-alia includes termination of the contract and blacklisting of the firm etc as per the terms and conditions of the contract/procurement manual.

**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) 70 % payment shall be made on 30th day from the date of receipt of material by the consignee or date of submission of complete documents etc., whichever is later and balance 30% shall be released on 45<sup>th</sup> 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, Copy of E-Way Bill, prescribed GST certificates, 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 & 'Startups' of the State) 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.]. The BG shall be furnished for complete requisite period 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 reserve the right to cancel the PO/RC and initiate the action for allotment to L-2 firm.
  - iii) In the event of receipt of material without the receipt of BG, amount equivalent to BG alongwith penalty shall be deducted from the payments due to the supplier. However, on receipt of requisite BG from the firm, the amount deducted in lieu of the BG only, shall be refunded without accrual of any interest thereon and amount of penalty so deducted shall not be refunded.

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

The delay in payment to the suppliers beyond the stipulated credit period indicated in the supply order, unless supported by cogent reasons and approved by a higher authority, would attract penal interest on the defaulting amount @ Rs. 25/- per one lac per day of delay beyond the credit stipulated period. Payment of such interests would be brought to the notice of Administrative Secretary of the department and call for fixation of responsibility. In case of delayed supply duly accepted by the purchasing authority, no penal interest on the same shall be applicable.

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

Place :

Date :

Signature of the Supplier.





**PARTICULARS OF THE BIDDER**

1.	Name of the firm	
2.	Postal address.	
3.	Telephone No.	
4.	Fax No.	
5.	Email.	
6.	Type of organization:	
7.	Date of commencement of business.	
8.	Name of proprietor / Partners / Directors and their detail Bio-data.	Page _____to _____page
9.	Details of offices other than H.O./Controlling office and other infrastructure available.	Page _____to _____page
10.	Detailed organizational structure with background of key personnel.	Page _____to _____page
11.	Type of service being offered.	Page _____to _____page
12.	List of clients' alongwith their addresses and contact telephone. Fax Nos. and type of services offered and/or being offered to them. a) Electricity Companies/ Board. b) Others.	Page _____to _____page Page _____to _____page



उत्तर दक्षिण हरियाणा बिजली वितरण निगम

UTTAR DAKSHIN HARYANA BILI VITRAN NIGAM



13.	Details of Empanelment accreditation Electricity Board/Companies/other Client alongwith empanelment/ accreditation letter.	Page _____to _____page
14.	Balance sheet and P&L Accounts of past 3 financial years.	Page _____to _____page
15.	Letters/certificates for successful completion of work from Electricity Companies/ Board/other.	Page _____to _____page
16.	Details of any collaboration/ tie up with Indian/Overseas Agency/Organization.	Page _____to _____page
17.	Any other additional information/certificate.	Page _____to _____page
18.	Details of work force with the agency.	



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



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

**SPECIFICATIONS**

**Nigam's technical Specification No. CSC-147/R-II/DH/UH/P&D/2020-21 (copy attached) is applicable however, clause no. 17.2.8 may be considered as deleted in the above mentioned technical specification and addition of belowmentioned provision:-**

*"1 no Sample meter each shall be supplied by the successful bidder to each M&T Lab & MM Wing of DHBVN/UHBVN (again each rate contract/Purchase order ) within 15 days of issue of RC/PO before mass manufacturing of meters. The same shall be checked in conformance to Nigam's specification by each M&T lab of DHBVN/UHBVN within 10 days shall be got approved and conveyed by MM wing of DHBVN/UHBVN to the successful bidder."*



Signature of the Supplier.

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

**SCHEDULE OF DELIVERIES**

Sr. No.	Name of item / Specification	Name of consignee	Delivery Schedule
1.	Three phase net meters Conforming to Nigam's technical Specification No. CSC-147/R- II/DH/UH/P&D/2020-21 with latest amendment and as per relevant ISS thereof.	Any Where in Haryana	The delivery will commence with 50% of the ordered Qty. within 30 days from the date of issue of purchase order. The balance 50 % supplies will be completed within one month thereafter.

Note:-

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

Name & Full Address of Tenderer

Place:

Date:



**ANNEXURE – IV**

**Format for raising Inspection Call by the Vendor / Supplier**

From,

Name of the Firm with Complete Address

To,

Concerned Department (CE/MM)  
Address

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

Sir,

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

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

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

\_\_\_\_\_ [Contact Details of Person]  
\_\_\_\_\_ [Date and Place for Inspection]

Signature  
Name  
Designation  
Company Seal

**Note:-**





**Annexure – V**

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

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

Sr. No.	Description	Stipulation in specification	Deviations offered	Remarks.
A.	<b><u>Commercial Terms:</u></b>			
	Clause No.			
B.	<b><u>Technical Specifications:</u></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 expression shall unless repugnant to the context or meaning thereof, include its successors and assigns of the first part M/s \_\_\_\_\_ (d) a Company/firm registered under the companies Act 1956/ partnership firm/proprietorship firm having its registered office at \_\_\_\_\_ (e) (hereinafter called the suppliers which expressions shall unless repugnant to the context or meaning thereof, include its successors and assigns) of the second part at the DHBVNL, a body corporate under company Act 1956 (hereinafter called the purchaser, which expressions shall unless repugnant to the context or meaning thereof, include its successors and assigns) of the third part.

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

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

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

The Guarantor hereby guarantees to the purchaser the quality, workmanship and design of all the consignments of \_\_\_\_\_ (m) in accordance with the prescribed specifications and the terms of the said contract and agrees to indemnify and keep indemnified the said purchaser to the extent of Rs. \_\_\_\_\_ (n) in the aggregate against all losses, damages, costs, charges and expenses which maybe suffered or incurred by the purchaser on account of any defect in the material supplied or on account of any breach on the part of said supplier or any of the terms and conditions of the said contract in the supply/repair of the consignments. The guarantor further agrees the said purchaser shall be the sole judge whether the supply/repairs have been made according to the prescribed specifications, design and workmanship as laid down in the said contract and the supplier had committed breach or breaches of any of the terms and conditions of the said contract and the extent of loss/damage, cost, charges, l or expenses suffered or incurred by the purchaser on account thereof and the guarantor shall immediately on receipt of any claim or claims from the said purchaser pay to the extent of the amount specified above "without demur or objection".

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

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

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



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

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

- |    |         |                            |
|----|---------|----------------------------|
| 1. | Witness |                            |
| 2. | Witness | Signature of the Guarantor |
| 1. | Witness |                            |
| 2. | Witness | Signature of the Supplier  |
| 1. | Witness |                            |
| 2. | Witness | Signature of the CE/MM     |

For & on behalf of the DHBVN

**Note:—**

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



**Format of Affidavit for past supplies**

I, \_\_\_\_\_ Director of M/s \_\_\_\_\_ with Headquarter at hereby solemnly affirm and declare that our firm has executed following purchase orders of any type & rating of fully static energy meters with LCD display & communication port placed by **any power distribution utilities of India. (Govt./Pvt.)** during the last three financial years.

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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attested by Notary Public

(The above information should be supported by documentary evidence)



**Annexure – VIII**

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

The firm M/s \_\_\_\_\_ has supplied following quantity of any type & rating of fully static energy meters with LCD display & communication port during the last three financial years **to any power distribution utilities of India. (Govt./Pvt.)**.

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 BIJLI VITRAN NIGAM



Annexure – IX

From

To

The Chief Engineer/MM,  
DHBVN, Hisar

**Subject;- Undertaking in respect of Tender Enquiry no. QD- \_\_\_\_\_ for the procurement of \_\_\_\_\_.**

We hereby confirm our unconditional acceptance of all the terms and conditions mentioned in the tender documents against your tender enquiry no. QD- \_\_\_\_\_ for the procurement of \_\_\_\_\_. 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 :-

1. M/S \_\_\_\_\_ is not blacklisted by any State/Central Govt. OR any of its agencies OR **any Power Utility (GENCO / TRANSCO / DISCOM) owned by Govt./ Private sector in India.**
2. **None of the Promoter/ Partner / Director of aforementioned firm is the promoter / partner / director of any blacklisted firm(s) in India.**
3. **None of the Promoter/ Partner / Director of aforementioned firm has been disqualified / debarred by any State / Central Government or any of its agencies / Regulatory authority to become the promoter / partner / director of any company / firm in India.**

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 DHBVN / UHBVN, for the consequences arising out of wrong declaration.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attested by Notary Public



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



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 /Unit (8)	GST % rates (9)	GST in Rupees (10)	Any other duty/levy in Rs. Per /Unit (if applicable) (11)	Total amount (In Rs. Col No. (8+10+11) (12)



**Annexure – XII**

**Format of Affidavit**

**(Seeking benefits/concessions in Past performance/Experience & Purchase Preference by Haryana based manufacturing Micro & Small Enterprises (MSEs) in the State Public Procurement)**

(On non judicial paper of Rs. 10/-)

I \_\_\_\_\_ S/O \_\_\_\_\_ aged \_\_\_\_\_ residing at \_\_\_\_\_ proprietor /Partner/Director of M/s \_\_\_\_\_ do hereby solemnly affirm and declare that:-

1. My/our above noted enterprise M/s \_\_\_\_\_ (Name & Address) \_\_\_\_\_ has been issued Manufacturing Entrepreneurs Memorandum in Haryana by the District Industries Centre \_\_\_\_\_ under acknowledgement No. \_\_\_\_\_ of dated \_\_\_\_\_ (Self Certified copy of the same is attached as **Annexure "A"** with this affidavit) and has been issued for manufacture of the following items in category Micro/Small Enterprise (please tick the either ) as under:-

- i- \_\_\_\_\_  
ii- \_\_\_\_\_  
iii- \_\_\_\_\_

2. That the quoted item(s) in the tender \_\_\_\_\_ is one (or more) of the item for which my/our above noted enterprise has been issued Manufacturing Entrepreneurs Memorandum by the Industry Department Haryana as per details at para 1 above.
3. That my/our above mentioned manufacturing Micro /small Enterprises fulfils either or both of the below mentioned eligibility criteria.

- i- That my/our above mentioned enterprise has been issued quality certification of ISI Mark/ISO/Ag. Mark/any other quality mark \_\_\_\_\_ (please tick either of the option) by \_\_\_\_\_ (name of GOI/State Govt. Agency/Institution authorized by GOI/State Govt.) on \_\_\_\_\_ and the same is valid from \_\_\_\_\_ to \_\_\_\_\_ in respect of item/good (give name of item/good) \_\_\_\_\_ mentioned in the tender (Self Certified copy of the relevant certificate is attached as **Annexure "A"** with this affidavit)

OR/AND

- ii- That my/our above mentioned enterprises has been registered with DGS&D, GOI/NSIC/Govt. of India Departments /State Govt. Department/Govt. of India Public Sector Undertakings (PSUs) or State Government Public Sector Undertakings (PSUs) (**Please tick one of the option as above**) in respect of Name of item/goods /Works /services \_\_\_\_\_ (Name) as mentioned in the tender for the corresponding period of time of this tender. A self certified copy of the same attached as **Annexure "B"** with this affidavit.

4. This in case the Purchase Order of the quoted item is issued to me/us, it will not be outsourced or subcontracted to any other firm and the entire manufacturing of the order item shall be done in-house by our Enterprise based in Haryana (address mentioned as at Sr. no. 1). Further, the billing will be done from Haryana.

Dated \_\_\_\_\_

Deponent

**Verification:-**

Verified that the contents of para no. 1 to 4 of the above are true and correct to my knowledge as per the official record and nothing has been concealed there in.

Dated \_\_\_\_\_

Deponent



**Format of Affidavit**

**(For seeking the benefits/concessions by Haryana based manufacturing Medium Enterprises in Past Performance/Experience & Purchase Preference in the State Public Procurement)**

(On non judicial paper of Rs. 10/-)

I \_\_\_\_\_ S/O \_\_\_\_\_ aged \_\_\_\_\_ residing at \_\_\_\_\_ proprietor /Partner/Director of M/s \_\_\_\_\_ do hereby solemnly affirm and declare that:-

1. My/our above noted enterprise M/s \_\_\_\_\_ (Name & Address) \_\_\_\_\_ has been issued Manufacturing Entrepreneurs Memorandum in Haryana by the District Industries Centre \_\_\_\_\_ under acknowledgement No. \_\_\_\_\_ of dated \_\_\_\_\_ (Self Certified copy of the same be attached as **Annexure "A"** with this affidavit) and has been issued for manufacture of the following items in category Medium Enterprise as under:-

- i- \_\_\_\_\_.
- ii- \_\_\_\_\_.
- iii- \_\_\_\_\_.
- iv- \_\_\_\_\_.

2. That my/our above mentioned manufacturing Medium Enterprises meet all the remaining terms & conditions of the tender except Past Performance/Past Experience.
3. That my first purchase order under this benefit/concession was issued by State Government Department/State Government Agency (name of Deptt. /Agency) \_\_\_\_\_ vide P.O no. \_\_\_\_\_ of dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (name of the item/good /work/services) was successfully complied by above mentioned Enterprises. A self certified copy of the same is attached as **Annexure "B"** with this affidavit.
4. This in case the Purchase Order of the quoted item is issued to me/us, it will not be outsourced or subcontracted to any other firm and the entire manufacturing of the order item shall be done in-house by our Enterprise based in Haryana (address mentioned as at Sr. no. 1).
5. That we agree to the condition that this benefit/concession to the Medium enterprises is valid for one year from the date of getting the first supply order under State Public Procurement.
6. That the billing will be done from Haryana.

Dated \_\_\_\_\_

Deponent

**Verification:-**

Verified that the contents of para no. 1 to 6 of the above are true and correct to my knowledge as per the official record and nothing has been concealed there in.

Dated \_\_\_\_\_

Deponent





**CERTIFICATE OF TURNOVER**

The firm M/s \_\_\_\_\_ has Minimum average annual turnover of INR **400 Crores**, calculated as total certified payments received for contracts in progress and/ or completed, within the last five (5) years, divided by five (5) years, for metering business only.

Financial Year-wise payments received for contracts in progress and/ or completed, within the last five (5) years, for metering business only of aforementioned firm is as per details noted below:-

Sr. no.	Financial year	Payments received for contracts in progress and/ or completed FROM metering business only	Remarks
1.			
2.			
3.			
4.			
5.			
	<b>Average</b>		

(To be submitted duly attested by CA)