



DAKSHIN HARYANA BILI VITRAN NIGAM
CHIEF ENGINEER / PD&C

VIDYUT SADAN, VIDYUT NAGAR, DHBVN, HISAR
PH. 01662 – 223187 FAX: 01662 – 223181
E-MAIL : CEPDCDHBVN@GMAIL.COM

Memo No.: Ch. 5/PED-247/PD&C/2016

Date: 27/04/2017

To

M/s Duhan Electrical Works

Regd.

Plot No. 9 -10, Shant Vihar,
Behind Sun City Mall,
Delhi Road, Hisar, Haryana.
Email: dew1177.hsr@gmail.com

Mobile: 9416244362

Subject:

Letter of Intent (LOI) for Supply of plant and equipment for Rural Electrification works of Gurgaon District of Haryana under Deen Dayal Upadhyay Gram Jyoti Yojna (DDUGJY) which inter-alia includes Conversion of existing LT overhead lines to AB Cables & LT metering spread all over the district on turnkey basis under the jurisdiction of DHBVN against NIT No. TED-247/PD&C/2016. (Estimated Cost is Rs. 2.87 Cr.) Domestic Competitive Bidding. (Project Funding: Domestic).

Attention: Mr. Kuldeep Duhan (Mobile No. 9416244362)

Dear Sir,

1.1 REFERENCE

This has reference to the following:-

1.1 Our Invitation for Bids (IFB) dated 17.09.2016 against NIT No. TED-247/PD&C/2016.

1.2 Bidding documents for the subject package, comprising the following:-

- a) Volume-I: CONTRACT CONDITIONS & SCOPE OF WORKS
- b) Volume-II: PMS, QUALITY ASSURANCE & EVALUATION MECHANISM, BID FORMS AND PRICE SCHEDULES.
- c) Volume-III: Technical Specifications, Tender Drawings
- d) Quality Assurance Plan of Nigam (DHBVN)
- e) Manufacture Quality Plan (MQP)
- f) Guidelines for Disposal of Thermoset Plastic Waste including Sheet moulding compound (SMC)/Fiber Reinforced Plastic (FRP)

1.2.1 Amendment/Errata No./ Corrigendum no. II to Bidding Documents.

1.2.2 Clarifications to the Bidding Documents, pursuant to pre-bid conference held on 07.10.2016., issued on web-portal.

- 1.2.3 Additional Documents asked vide this office memo no. Ch.22/TED-247/P&D/DDUGJY/Gurgaon dated: 31.03.2017 and subsequent submission of documents by you.
- 1.3 Part-I of tender i.e. Technical Bid submitted for the subject package was opened online on 17.03.2017 on webportal.
- 1.4 Intimation for Opening of Price Schedule issued to you vide our letter no. Ch. 29/TED-247/P&D/DDUGJY/ Gurgaon /DHBVN/2016-17 dated: 17.04.2017.
- 1.5 Your price Bid (Part-II of tender) for the subject package was opened on 17.04.2017.
- 1.6 Post bid discussions, we had with you on dated: 26.04.2017 during the High Powered Purchase Committee (HPPC) of Nigam resulting into the Minutes of Meeting/ Record Notes of Post Bid Discussions enclosed as APPENDIX (NOA)-1 with this Notification of Award.

2.0 AWARD OF CONTRACT AND ITS SCOPE

- 2.1 Your offer for supply & erection of material / equipment on turnkey basis has been accepted against NIT No. TED-247/PD&C/2016 on the rates of Rs. 3,40,08,243.58 (Rupees Thirteen Crores Forty Lakhs Eight Thousand Two Hundred Forty Three and Fifty Eight paisa only) i.e. 18.50% above of estimated rates inclusive of all the taxes, levies, duties, freight and insurance for supply of material, erection, testing and commissioning of Rural Electrification works of Gurgaon District of Haryana under Deen Dayal Upadhyay Gram Jyoti Yojna (DDUGJY) which inter-alia includes Conversion of existing LT overhead lines to AB Cables & LT metering spread all over the district on turnkey basis under the jurisdiction of DHBVN against NIT No. TED-247/PD&C/2016.
- 2.2 We confirm having accepted your Bid (referred to at para 1.3 & 1.5 above) read in conjunction with all the specifications, terms & conditions of the Bidding Documents (referred to at para 1.2, 1.2.1, 1.2.2 & 1.2.3 above) and specific confirmations recorded in the Record Notes of Post Bid Discussions (referred to at para 1.6 above), and award on you, the 'Supply Contract' (also referred to as the 'First Contract') covering inter-alia supply of all equipment and materials including Type Testing to be conducted, required for the complete execution of work specified in NIT No. TED-247/P&D/DDUGJY/GURGAON/DHBVN/2016-17 for GURGAON District of Haryana under the jurisdiction of DHBVN, as detailed in the documents referred hereinabove. The scope of work inter-alia includes the following:

"Rural Electrification works of Gurgaon District of Haryana under Deen Dayal Upadhyay Gram Jyoti Yojana (DDUGJY) which inter-alia includes Conversion of existing LT overhead lines to AB Cables & LT metering."

The scope of work under this Notification of Award (NOA) shall also include all such items which are not specifically mentioned in the Bidding Documents and/or your bid but are necessary for the successful completion of your scope under the Contract for the construction of work specified in NIT No. TED-247/P&D/DDUGJY/GURGAON/DHBVN/2016-17 for Gurgaon District of Haryana under the jurisdiction of DHBVN, unless otherwise specifically excluded in the Bidding Documents or in this NOA.

- 2.3 The notification for award of Contract for performance of all other activities, as set forth in the Bidding Documents, viz Erection, Testing and Commissioning of the works for viz Rural Electrification works of Gurgaon District of Haryana under Deen Dayal Upadhyay Gram Jyoti Yojana (DDUGJY) which inter-alia includes Conversion of existing LT overhead lines to AB Cables & LT metering *spread all over the District* has been issued on you vide our LOI no. Ch. 6/PED-247/PD&C/2016 dated 27.04.2017. (hereinafter called the "Second Contract" or "Services Contract").

Notwithstanding the award of work under two separate Contracts in the aforesaid manner, you shall be overall responsible to ensure the execution of both the Contracts to achieve successful completion and taking over of the works under the package by the Employer as per the requirements stipulated in the Bidding Documents. It is expressly understood and agreed by you that any default or breach under the 'Second Contract' shall automatically be deemed as a default or breach of this 'First Contract' also and vice-versa, and any such default or breach or occurrence giving us a right to terminate the 'Second Contract', either in full or in part, and/or recover damages there under, shall give us an absolute right to terminate this Contract, at your risk, cost and responsibility, either in full or in part and/or recover damages under this 'First Contract' as well. However, such default or breach or occurrence in the 'Second Contract', shall not automatically relieve you of any of your obligations under this 'First Contract'. It is also expressly understood and agreed by you that the equipment/materials supplied by you under this 'First Contract', when erected, installed & commissioned by you under the 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

3.0 **CONTRACT PRICE**

- 3.1 The total Supply Contract Price for the entire scope of work under this Contract shall be Rs. 3,17,15,656.34 (*Rupees Three Crores Seventeen Lakhs Fifteen Thousand Six Hundred Fifty Six and Thirty Four Paisa only*) as per the following break-up:-

Sl. No.	Price Component	Amount (in Rs.)
1.	Ex-Works Supply Price component	2,97,55,062.69
2.	Transportation and Insurance Price	0.00
3.	Taxes and Duties / levies	19,60,593.65
Total for Supply Contract		3,17,15,656.34

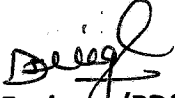
- 3.2 Notwithstanding the break-up of the Contract Price, the Contract shall, at all times, be construed as a single source responsibility Contract and any breach in any part of the Contract shall be treated as a breach of the entire Contract.
- 4.0 You are required to furnish at the earliest a Performance Security(ies), as per the Bidding Documents, for an amount of Rs. 31,71,566 (*Rupees Thirty One Lakhs Seventy One Thousand Five Hundred Sixty Six only*) i.e. equal to 10% (Ten percent) of the Contract Price against supply order shall be supplied within 28 days from the date of issue of notification of award (NOA) as per Clause 34 of ITB (Section-II of Volume-II of tender document).
- 5.0 For release of advance payment (admissible as per the Bidding Documents) equal to 15% of the Ex-works Price component of the Contract Price (in two tranches of 7.5% each), you are, inter-alia, required to furnish a Bank Guarantee for the equivalent advance amount. The validity of the Advance Bank Guarantee shall be up to end of ninety (90) days after the scheduled month of supply of materials and shall be extendable time to time till ninety (90) days beyond revised scheduled month of supply of materials, as may be required under the Contract. Further, please note that furnishing of all the Contract Performance Securities under the 'First Contract' and 'Second Contract' shall be one of the conditions precedent to release of advance under this Contract.
- 6.0 All the bank guarantees shall be furnished from an eligible bank as described in the Bidding Documents.
- 7.0 The schedule for Taking Over /Completion of Facilities by the Employer upon successful completion of the work specified in the NIT No. TED-247/P&D/DDUGJY/GURGAON/DHBVN/2016-17 shall be 12 months from the date of issue of this Notification of Award for all contractual purposes.
- 8.0 This Notification of Award constitutes formation of the Contract and comes into force with effect from the date of issuance of this Notification of Award i.e. dated: 27.04.2017.

- 9.0 You shall enter into a Contract Agreement with us within twenty-eight (28) days from the date of this Notification of Award as per provision of Clause no. 33.0 of ITB (Section-II of Volume-II of tender document).
- 10.0 The copy of the Supplementary DPR of Gurgaon District sanctioned by Monitoring Committee, Ministry of Power, Govt. of India under DDUGJY Scheme against the subject cited project is enclosed herewith for your ready reference.
- 11.0 You shall also submit PERT Chart / Project Execution Plan within 2 weeks from the date of LOA. PERT Chart shall be signed, accepted and mutually agreed by you and Nigam within 2 weeks from the date of acceptance of LOI.
- 12.0 It is also informed that the funding agency of the subject cited project is REC, thus the acts / rules / guidelines / instructions / Construction Standards /Quality Control Mechanism of Rural Electrification Corporation or Ministry of Power / Govt. of India shall be binding upon you.
- 13.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including the enclosed Appendix as a token of your acknowledgement within 2 weeks.

Please take the necessary action to commence the work and confirm action.

Thanking you.

Yours faithfully,


Chief Engineer/PD&C,
DHBVN, Hisar.

Enclosures: -

1. APPENDIX (NOA) – HPPC Proceeding
2. Copy of Supplementary DPR (through e-mail)

Copy to:-

1. SPS to CMD, DHBVN, Hisar for kind information of the CMD, please.
2. SPS to Director/Projects for kind information of Director/Projects, please.
3. SPS to Director/OP for kind information of Director/OP, please.
4. CE/OP, DHBVN, Delhi for kind information, please.
5. FA/PD&C, DHBVN, Hisar for kind information.
6. Chief Auditor, DHBVN, Hisar for kind information.

7. SE/OP Circle, DHBVN, Gurgaon for kind information and necessary action. It is requested to provide the information regarding exact / actual site locations as per supplementary DPR of Gurgaon District under DDUGJY, where the works proposed under the subject cited project is to be done by the turnkey contractor.
8. Zonal Manager (North), M/s REC, Bay no. 7-8, Sector 2, Panchkula-134112, Haryana.
9. AG, Haryana, Chandigarh for kind information, please.
10. M/s WAPCOS Ltd., 217, UE-II, Hisar for kind information, please. It is requested to start the post award activities in consultation with the nodal officer and turnkey contractor, please.