



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



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 Controller of Stores, Vidyut Nagar, Hisar-1250005 (Haryana)
PH- 223426(O), 223096 (Fax)
E-mail: cosdhbv2@gmail.com, coshdbvn5@gmail.com

NOTICE INVITING TENDERS

(Only through e-procurement)

NOTICE INVITED TENDER No. /COS

DATE:

Offers are invited for repairing/ refurbishment of Amorphous Core damaged distribution transformers of ratings 25, 63 & 100KVA voltage ratio 11/0.433 KV as per details given below:-

Sr. No.	Description	25 KVA	63 KVA	100 KVA	Total	Estd. Cost
1	DHBVN					
2	UHBVN					
Total						

Date of start	Last date of submission	Opening date of part-I

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

**Controller of Stores,
DHBVN, Hisar**

For Publication only



Table of Contents

Sr. No.	Description of Item	
1	Notice Inviting Tender	Annexure-A
2	Instructions to bidder on Electronic Tendering System	Annexure-B
3	General Instructions and Terms & Conditions of contract	Annexure-C
4	Commercial terms & conditions of contract	Annexure-D
5	Technical Specifications	Annexure-E
6	Price Schedule	Annexure-F
7	Performa for Affidavit of Non-Blacklisting	Annexure-G



DAKSHIN HARYANA BIJLI VITRAN NIGAM

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

a.	Notice Inviting Tender (NIT) No.	/COS	Date-_____				
b.	E-tender no.						
c.	Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid Through https://haryanaeprocurement.gov.in of Nextenders India Pvt. Ltd.)					
d.	Tender Enquiry No. under NIT No.	WC-					
e.	Date of NIT available to parties to download	. . .					
f.	i) Earnest Money Deposit	2% of estimated cost up to 2 Lacs					
	ii) Tender Fees (Non-refundable)	<table border="1"> <tr> <td>For all the bidders except Haryana based MSMEs and KVI units (Rs.)</td> <td>For the Haryana based MSMEs and KVI units (Rs.)</td> </tr> <tr> <td>5000/-</td> <td>1000/-</td> </tr> </table>	For all the bidders except Haryana based MSMEs and KVI units (Rs.)	For the Haryana based MSMEs and KVI units (Rs.)	5000/-	1000/-	
	For all the bidders except Haryana based MSMEs and KVI units (Rs.)	For the Haryana based MSMEs and KVI units (Rs.)					
5000/-	1000/-						
iii) E-Service Fee (Non-refundable)	Rs. 1000/-						

Offers are invited for finalization of rate contract for repairing/ refurbishment of Amorphous Core damaged distribution transformers of ratings 25, 63 & 100KVA voltage ratio 11/0.433 KV confirming to IS-2026 and 1180 complete with first filling of oil confirming the IS-335/1983 (with latest amendments) in DHBVN & UHBVN for _____ year as per tender specifications, which is extendable for another _____ year on the basis of performance of repairing firm. The tentative requirement of repair of Amorphous Core damaged distribution transformers in DHBVN & UHBVN for next _____ year is given below, however the same may be increased or decreased as per actual requirement of repair in DHBVN/ UHBVN within the contractual delivery period.

Sr. No.	Description	25 KVA	63 KVA	100 KVA	Total
1	DHBVN				
2	UHBVN				
Total					

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



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

- 1) The Bidders can download the tender documents from the Portal: <https://haryanaeprocurement.gov.in>. The Bidders shall have to pay for the Tender documents, EMD Fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between suppliers and online payment authorization networks. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/suppliers online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.
- 2) If the tenders are cancelled or recalled on any grounds, the tender document fees & e-service fee will not be refunded to the agency.
- 3) The detailed procedure/instructions to bid on Electronic Tendering System are at **Annexure-B**.
- 4) **For any clarification regarding bid preparation and bid submission, please contact: M/s Nextenders (India) Pvt. Ltd.**
O/o. DS&D Haryana, SCO – 09, IInd Floor, Sector – 16, Panchkula – 134108
E - mail: Chandigarh@nextenders.com Help Desk: 1800-180-2097 (**Toll Free Number**)
- 5) The Tenderers can submit their tender documents (Online) as per the dates mentioned in the key dates schedule:

Key Dates schedule:

Sr. No.	Department Stage/Activity	Tenderer's Stage	Start date and time	Expiry date and time
1.	-	Downloading of Tender Documents & Bid Preparation & submission	From_____ at 10:00 Hours	On _____ up to 13:00 Hours
		Pre-bid meeting (If applicable)	On_____ at 11:00 Hrs.	
2	Manual submission of technical documents (Within 4 days from the opening of part-I)		-	On_____ up to 13:00 Hours
3	Technical Opening (Part-I)	-	On _____ 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

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UTTAR DAKSHIN HARYANA BIJLI VITRAN NIGAM



DAKSHIN HARYANA BIJLI VITRAN NIGAM
Tender Enquiry No. WC-

Annexure-B

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. <https://haryanaeprocurement.gov.in>. Please visit the website for more details.

2. Obtaining a Digital Certificate:

2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://haryanaeprocurement.gov.in>.

2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:

M/s Nextenders (India) Pvt. Ltd.

O/o. DS&D Haryana,
SCO – 09, IInd Floor,
Sector – 16,

Panchkula – 134108

E - mail: Chandigarh@nextenders.com

Help Desk: 1800-180-2097 (Toll Free Number)

2.4 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the



stage of Tender Download and bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/ power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.6 In case of any change in the authorization, it shall be the responsibility of management/ partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person/ user on behalf of the firm/ company. The procedure for application of a digital certificate however will remain the same for the new user.

2.7 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3 Opening of an Electronic Payment Account:

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://haryanaeprocurement.gov.in>.

4 Pre-requisites for online bidding:

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

5 Online Viewing of Detailed Notice Inviting Tenders:

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

6 Download of Tender Documents:

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

7 Key Dates:



उत्तर दक्षिण हरियाणा बिजली वितरण निगम

UTTAR DAKSHIN HARYANA BILI VITRAN NIGAM



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

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

8.1 The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT, Cash, ICICI Bank Cheques or DD. The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

8.2 Submission of bids will be preceded by submission of the digitally signed & sealed bid (Hash) as stated in the time schedule (Key Dates) of the Tender.

NOTE:-

- a) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in>.
- b) For help manual please refer to the 'Home Page' of the e-Procurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to online' to download the file.
If bidder fails to complete the Online Bid Preparation & Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.

**Controller of Stores,
DHBVN, Hisar.**



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



DAKSHIN HARYANA BIJLI VITRAN NIGAM

Tender Enquiry No. WC-

Annexure-C

General Instructions and Terms & Conditions of contract

A) General Instructions:-

1. If the date of opening of tenders falls on holiday, the tenders will be opened on the next working day.
2. Faxed / Conditional Quotations shall not be accepted.
3. Dis-honouring of Nigam's / HPPC decision:-The firms failing to accept the mutually agreed rates, after having made commitments before HPPC shall be blacklisted / barred from doing business with Nigam. The period of such blacklisting of the defaulting firm will be three years. The blacklisting of the firm shall be notified to all Power Utilities in the country and the names of such blacklisted supplier / contractor would also be put on the web-site of the Nigam.
4. Tenders with incomplete particulars are liable to be rejected and EMD shall be forfeited if bidder will not respond completely even after notice issued by the Nigam. The tender shall be submitted in two Parts. Part-I shall consist of technical details & commercial terms & conditions and Part –II will contain Price Bid.
5. Revision of prices, after opening of tender will render the firm liable for rejection of tenders.
6. The tenders should remain valid for 180 days from the date of opening of (Part-I) i.e Technical & Commercial Bid otherwise the same will not be opened and rejected outrightly.
7. The purchaser reserves the right to reject any or all the tenders received without assigning any reason.
8. The clauses of new policy decisions / guidelines of Govt. of Haryana (with latest amendments) will supersede the existing terms and conditions mentioned in the tender enquiry.
9. In case of any contradiction/ conflict between terms & conditions mentioned in tender documents, the terms & conditions favorable to the Nigam shall prevail.
10. The bidders should preferably quote their bids in computerized or typing. Over writing shall be avoided. In the event of discrepancy or arithmetical error, the decision of the management shall be final & binding on the tenderers.
11. A copy of recent calibration test certificates of instruments by approved Govt. laboratory must be submitted.



उत्तर दक्षिण हरियाणा बिजली वितरण निगम

UTTAR DAKSHIN HARYANA BIJI VITRAN NIGAM



12. Authorization letter or legal power of attorney or any other documents in favour of signatory proving the authority of the signatory must be attached with the tender documents.
13. No deviation to the technical terms & conditions is allowed..
14. The firm who introduced itself as Small Scale Industries must submit the authentic proof at the time of submission of tender documents that the firm falls under Small Scale Unit otherwise the firm will not be treated as Small Scale Industry Unit and no benefit in this regard, shall be given at belated stage.
15. Corrigendum, if any would be published online on the website.
16. Validity of the repair contract will be for _____ year from the date of issue of work order, which is extendable for another _____ year on the basis of performance of repairing firm.
17. **PRE-QUALIFICATION REQUIREMENTS:**

- a) The firm should have ISO: 9000 certificate or above.
- b) Past performance of the firm with DHBVN/UHBVN or any other Central/State Govt. Power Utility should be satisfactory.
- c) The firm should not be blacklisted by any Power Utility of Central/State Govt. and others. The firm shall submit an Affidavit of Non-Blacklisting/ non debaring on NJSP of the appropriate value duly attested by the Notary Public as per the performa attached.
- d) The firm shall have minimum turnover of Rs. One Crore in any one year during the last three financial years.

Manufacturing Small Enterprises (Including Khadi & Village industries) that have filed Entrepreneurs Memoranda in Haryana will be entitled to a concession of 50% on the turnover and shall be considered qualifying accordingly. Manufacturing Micro Enterprises that have filed Entrepreneurs Memoranda in Haryana will be entitled to a concession of 75% on the turnover and shall be considered qualifying accordingly.

- e) The firm shall have maximum damage rate up to 15% against the transformers repaired/refurbished/manufactured against any executed & existing contract/ Purchase Order with any Power Utility up to previous month of floating of tender enquiry including the last two complete financial years.
- f) For new firms & for those firms who have not supplied/ repaired the transformers in DHBVN/ UHBVN during the last three years or more, the pre-order inspection will be carried out to ascertain the technical & financial capabilities and shall be



recommended for trial order (upto maximum 1000 Nos.). In the first instance only 200 Nos. transformers shall be allotted for repair. The balance transformers shall be allotted by reviewing the performance of the firm. In case the performance of the firm is not satisfactory, the said qty. shall be allotted to other performing firms.

- g) The bidder has to quote a minimum 25% of the NIT quantity. Any offer below the 25% of the NIT quantity shall be rejected & price bid of the concerned bidder shall not be opened.

B) TERMS & CONDITIONS OF CONTRACT:-

1. 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 DHBVN/UHBVN or its authorized agent and shall include its Successors in office, and assigns.
- (b). The "SUPPLIER" shall mean M/s _____ and shall include the supplier's legal representatives, successors, and assigns.
- (c). "MANUFACTURES" shall mean M/s _____ and shall include their legal representatives, successors and assigns.
- (d). "MATERIAL" shall mean all the materials to be supplied by the supplier under the contract as per clause of material specifications, price etc.
- (e). "SPECIFICATION" shall mean and include the specifications as detailed in the Annexure attached herewith and Drawings attached there to 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 dispatch 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 modification or re-enactment thereof the time being enforce.



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



- (m). "THE NIGAM" shall mean the DAKSHIN/UTTAR HARYANA BIJLI VITRAN NIGAM LIMITED as incorporated under COMPANIES ACT 1956 and shall include its successors and assigns.
- (n). "MANAGING DIRECTOR" shall mean the Managing Director of the Nigam duly appointed by the Govt.
- (o). "CONSIGNEE" shall mean the office 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 tenders. Tender Forms terms and conditions of contract with their annexures and purchase order / acceptance of offer/ Tender.
- (q). "DRAWING" shall mean the drawing/ drawings annexed to the specification (if any) or as approved by the purchaser.
- (r). "PURCHASE AUTHORITY" shall mean the officer signing the acceptance of tender and shall include any officer who has authority to execute the relevant contract on behalf of the purchaser.
- (s). "PURCHASE ORDER" shall mean an order of supply of material including the acceptance of the tender.
- (t). "ANNEXURE" shall mean the Annexure to the terms and conditions.
- (u). "ACCEPTANCE OF TENDER" shall mean the letter or memorandum communicating to the supplier the acceptance of his offer (Tender) and shall include advance acceptance his offer.
- (v). "TEST" shall mean such test as is prescribed by the Indian Standards Institution or by the Nigam and / or considered necessary by the authorized agents of the purchaser, whether conducted/ performed or made by him or any other agency acting under his direction.
- (w). "DELIVERY" shall be deemed to take place on delivery of the material in accordance with the terms and conditions of the Contract after test and inspection by the purchaser or his authorized agent, to the consignee.
- (x). D.G.S & D shall mean the Director General of Supplies and Disposals Government of India.
- (y). DS&D shall mean the Director Supply & Disposal Haryana.



2. PARTIES.

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

Supplier M/s _____

Purchaser: Dakshin/ Uttar Haryana Bijli Vitran Nigam Limited .

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 Registered Post (Acknowledgement Due) to the purchaser. The supplier shall be solely responsible for the consequences of an omission to notify the change of address in manner aforesaid.

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

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

4. RESPONSIBILITY OF THE SUPPLIER FOR EXECUTING THE CONTRACT

4.1 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 agent or servants and the purchaser, shall remain in every respect at the risk of supplier until its actual delivery to the consignee at the stipulated place or destination. The supplier shall be responsible for all loss, destruction, damage or deterioration of or to the material from any cause whatsoever while the material after test and inspection is awaiting dispatch or delivery in course of transit from the supplier to the consignee. The supplier shall alone be entitled and responsible to make claims against the carrier in respect of non delivery, mis delivery, short delivery, loss destruction, damage or of the deterioration material entrusted to such carrier by the supplier for transmission to the consignee.



4.2 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. 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 despatch or delivery or during transit or otherwise howsoever.

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

4.3 REMOVAL OF REJECTED MATERIAL:

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

4.4 SUBLETTING AND ASSIGNMENT:-

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

5. RESPONSIBILITY OF CONTRACTORS COMPLETENESS:-

5.1 The contractor shall be entirely responsible for the execution of contract in accordance with the terms & conditions of this tender enquiry.

5.2 The contractor shall have to make free of cost any changes, in order to make the transformers conforming to the specifications and technical details as ordered without any additional cost to the Nigam.



5.3 Approval of test certificate of material or of other parts of the work involved in the contract or of tests carried out either by the contractor or by the representative of the Nigam, shall not relieve the contractor of any part of his obligations, of meeting all the requirements of these specifications or the responsibility for the correctness of the contractor's workmanship.

6. **ASSISTANCE TO SUPPLIER:-**

The supplier shall be solely responsible to procure any raw material, license or permit required for the fulfilment of the contract. Any assistance for the procurement or attempt to tender assistance in the matter aforesaid, shall not be construed or constitute any promise, undertaking or assurance on the part of the purchaser regarding the procurement of the same of effect any variation in the rights and liabilities of the parties under the contract.

7. **LOW RATES:-**

To curb the tendency to quote low rates and execute the works unsatisfactorily, the quoted rates shall be compared with the estimated cost and shall be dealt with as follow:-

- If the quoted rate for a work is below 25% of the estimated rates, it will be rejected.
- If the quoted rate is between 10% and 25% below estimated rate, the contractor will remit performance guarantee equal to the difference between estimate Price and quoted price. This will be released after satisfactory completion of the work.

8. **DELIVERY:-**

8.1 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 delivery schedule. In case the due date of delivery in terms of delivery schedule falls on a holiday or holiday is subsequently declared on that date, the firm shall be required to complete the supply by the first working day falling next to the due date.

8.2 **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 delivery schedule of repair contract shall be the essence of the contract and delivery must be completed not later than the date (s) as specified in delivery schedule/work order.

8.3 **NOTIFICATION OF DELIVERY:-**

Notification of delivery of despatch 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.



8.4 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.

8.5 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.

9 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 major 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 force major circumstance.



10. RESPONSIBILITY FOR SAFE CUSTODY OF TRANSFORMERS DURING EXECUTION

PERIOD OF REPAIRS:-

The contractor shall be entirely responsible for safe custody of transformers from the date of damage transformers are received at their works from the consignees officers during the period of repairs, testing and upto the time of delivery after repairs or returned without repair being non-repairable.

11. HANDING OVER THE DISMANTLED TRANSFORMERS:-

The transformers shall be lifted by the contractor with metal parts, bushing and windings after complete draining out of the transformer oil.

12. NEGLIGENCE:-

If the supplier shall neglect to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given in writing by the purchaser or is authorised agent in connection with this contract or shall contravene this provision of the contract, the purchaser may give 15 days notice in writing to the supplier to make good the failure, neglect or contravention complained of and should the Supplier fail to comply with the notice within the above said time from the date of service thereof (in case of failure, neglect or contravention capable of being made good, within that time or otherwise within such time as may be reasonable necessary for making it good, then in such case, the purchaser shall be at liberty to take the work wholly or in part out of Supplier's hand and recontract at a reasonable price with any other person (s). in such event, it shall be lawful for the purchaser to retain any balance which may otherwise be due by him to the Supplier on any account, and apply the same towards the execution of the whole of balance of the work so reconstructed, 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.

13. DESPATCH OF MATERIAL AND DESPATCH INSTRUCTIONS:-

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



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

14. TERMINATION OF CONTRACT FOR DEFAULT:-

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

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

14.2. In the event the purchaser terminates the contract in whole or in part. Performance Security(Cash/Bank Guarantee) submitted by the firm/supplier shall be forfeited.

15. 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.

16. SUPPLIER'S DEFAULT LIABILITY:-

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

17. 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.



उत्तर दक्षिण हरियाणा बिजली वितरण निगम

UTTAR DAKSHIN HARYANA BILJI VITRAN NIGAM



(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.

18. 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.

19. 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.



20. SETTLEMENT OF DISPUTES:-

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

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

21. 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.

22.1 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.



उत्तर दक्षिण हरियाणा बिजली वितरण निगम

UTTAR DAKSHIN HARYANA BILI VITRAN NIGAM



22.2. 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.

**Controller of Stores,
DHBVN, Hisar.**



DAKSHIN HARYANA BIJLI VITRAN NIGAM

Tender Enquiry No. WC-

Annexure-D

Commercial and Terms & Conditions of contract

1. SECURITY DEPOSIT:-

- (I) The earnest money furnished by the unsuccessful tenderers shall be released immediately after finalization of tender & earnest money furnished by successful tenderers shall be released after submission of performance Bank Guarantee by them as per terms & condition of tender.
- (II) Security deposit shall be retained by the purchaser for the period valid for 90 days after the expiry of warranty period as per clause of 'WARRANTY'.
- (III) No. claim of the supplier shall lie against the purchaser either in respect of interest or any depreciation in the value of security deposit.
- (IV) If, the supplier fails or neglects to observe or perform any of his obligations under this contract, it shall be lawful for the purchaser to forfeit either in whole or in part, in his absolute discretion, the security deposit furnished by the supplier.

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

2. BANK GUARANTEE:-

The contractor shall deposit Bank Guarantee equal to 10 % of the repair cost of allotted transformers or Rs. 20 Lacs whichever is lower separately in UHBVN / DHBVN in favour of Sr. A.O./Stores & Workshops, UHBVN, Dhulkote and XEN/TRW DHBVN, Hisar in the shape of Demand Draft payable at Dhulkote (Ambala) and Hisar respectively or in the shape of Bank Guarantee in favour of XEN/TRW, UHBVN Dhulkote / XEN TRW, DHBVN Hisar on the approved Performa of the Nigam on stamp paper in the name of bank concerned for appropriate value with in 15 days from the date of LOI which should remain valid for a period of 90 days after completion of the contract period including warranty period for faithful execution of the contract and safe custody of Nigam's property, failing which Penalty @ 0.05% per day of the value of B.G. with a ceiling of 2% of value of B.G. would be charged from due date of submission, till the BG submitted. In case the B.G. is not submitted within 40 days from the date of issuance of LOI, the penal action as per terms & conditions of the tender enquiry



including blacklisting of firm etc. shall be initiated. The penalty amount will be recovered from their EMD and balance amount of EMD will be forfeited.

No transformer shall be delivered to the contractor for repair and testing till such time the contractor deposits security as detailed above.

In case of Haryana based Micro and Small Enterprises (including Khadi and Village industries units), the firm will be entitled to a concession of 50% in the amount of above mentioned Bank Guarantee.

The Bank Guarantee submitted by the tenderer/supplier/contractor as security/performance security will be verified from the issuing Bank branch, before acceptance by the concerned office of the Nigam and the payment to the supplier/contractors shall be released after receipt of the verification of the Bank Guarantee by the concerned Bank.

3. PRICES:-

Prices quoted for various parts / components used for repair of the transformers would be FIRM and FOR except HV/LV Leg Coils of transformers and the transformer oil, the prices of which will be variable as per below mentioned price variation formula with base date _____. The price variation shall only be allowed upto the specified delivery period only. The bidder is required to quote prices with taxes separately. Any situatory variation on all taxes and duties (during the contractual delivery period) shall be payable to the firm by Nigam on actual basis as per Govt. Notification within delivery schedule.

The price variation of transformer oil and leg coils shall be governed as under:-

a) TRANSFORMER OIL:-

For the purpose of variation, the rate of transformer oil applicable will be that prevailing one month prior to the date of final inspection of repaired transformers. Price variation element of the oil shall be governed with the following formula. This will be regulated on both sides (\pm) less cost of drum.

$$\begin{array}{l} \text{Payable rate} \\ \text{of transformer oil} \end{array} = \frac{\text{Rate fixed by the Nigam}}{\text{Rate of oil (exclg cost of drum) as per IEEMA as on _____}} \times \begin{array}{l} \text{Rate of oil as per IEEMA} \\ \text{(excluding of cost of drum)} \\ \text{one month prior to the date of final} \\ \text{inspection. In case of delay in} \\ \text{inspection the lowest rates during the} \\ \text{period from due date to actual date of} \\ \text{inspection will be applicable.} \end{array}$$



b) HV/LV COILS:-
For Aluminium wound :-

The rate of Aluminium wire rod of three agencies namely M/s. NALCO, M/s. BALCO & M/s. HINDALCO as circulated in the CACMAI, whichever is lowest shall form the basis for calculating price variation. This would be regulated as per following formula & shall applicable both on negative & positive side:-

$$P = \frac{PO}{100} (27 + 73 \times \frac{PE}{PEO})$$

PO = Base price of HV/LV leg coils provided in the contract.

PE = Prices of E.C. Grade Aluminium Rod as per circular of M/s. Cable & Conductor Manufacturers Association of India (CACMAI) one month prior to the date of Stage Inspection of transformers. In case of delay in inspection the lowest rates during the period from due date to actual date of inspection will be applicable.

PEO = Prices of EC grade Aluminium Bar as circulated by CACMAI with base date as on _____.

EXCISE DUTY & SALE TAX:

- a) Prices quoted should be inclusive of all taxes and duties.
- b) No CST / Haryana General Sales Tax shall be paid extra. However Form ST-38 outward and inward or any other applicable Form will be issued as applicable.

4. VAT/ CENTRAL SALE TAX:-

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

- (i) Certified that the transaction in which the sales tax /Value Added Tax has been claimed has been/will be included in the return submitted/to be submitted to the Taxation authorities for the assessment of Central Sales Tax and amount claimed from the Dakshin / Uttar Haryana Bijli Vitran Nigam has been/shall be paid to the Sales Tax authorities.
- (ii) Certified that the goods on which the Sales Tax /Value Added Tax has been charged in Bill No. _____ dt. _____ for Rs. _____ have not been exempted



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UTTAR DAKSHIN HARYANA BIJLI VITRAN NIGAM



under the Central Sales Tax Act 1956/ Haryana VAT Act 2003 or the rules made there under and the charges on account of Sales Tax on these goods are correct under the provision of the relevant Act or the Rules made there under.

- (iii) Certified that we shall always indemnify the Dakshin / Uttar Haryana Bijli Vitran Nigam in case it is found at a later stage, that wrong or incorrect payment had been recovered on account of Sales Tax paid/to be paid by us.
- (iv) Certified that we are registered as a dealer under the Central / State Sales Tax/VAT and our registration No. is _____.

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

5. PRICE FALL CLAUSE:-

- i) The prices charged for the various parts / components / labour, supplied under contract by the firm shall in no way exceed the lowest price at which the firm sales the various parts / components / labour or offer to sell various parts components/labour of identical description 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 contracts is completed.
- ii) If at any time during the said period the firm reduces the rates of sales prices sells the contract or offer to sell such various parts / components /labour 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 contract, shall forthwith notify such reduction / sale or offer to sale to the respective Nigam (UHBVNL / DHBVNL) and the price payable under the contract for the various parts / components / labour 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 certificates to the concerned Consignee's alongwith each bill or payment for repair of transformers made against the contract:-



"I / we certify that there has been no reduction in sale price of the various parts / components / labour of description identical to the various parts / components / labour supplied to UHBVNL/DHBVNL under the contract herein and such various parts / components / labour have 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 a prices lower than the prices charged to UHBVNL/DHBVNL under the contract".

The above price fall clause is applicable only for state of Haryana.

6. TRANSFORMER OIL :-

The old transformer oil shall be drained out by the consignee officer before handing over the damaged transformers to the contractor for repairs. The oil stock register, page no. & item no. vide which old transformer oil is received back from the damaged transformers shall be mentioned on the joint inspection report of respective transformers so that credit on account of transformer oil is allowed in the estimate of repair.

All repaired transformers shall be filled with fresh transformer oil as detailed in Technical Specifications. The fresh transformer oil shall be filled upto the required level and billed as per quantity mentioned in the name plate / JVR of the transformer, whichever is lower. In case there is appreciable difference in oil to be poured w.r.t. Name Plate/ JVR, the same shall be got verified from the inspecting officer during the final inspection and payment should be made accordingly.

7. TRANSPORTATION CHARGES FOR TRANSFORMERS:-

The Contractor shall make his own arrangements for carriage of the damaged transformers from Nigam's Transformer Repair Workshops located in UHBVNL/DHBVNL and repaired transformers from their works to the respective Nigam's stores. Loading of damaged transformers and unloading of repaired transformers after satisfactory repairs and inspection in Nigam's store shall be Nigam's liability. The unloading of the damaged transformers and loading of repaired transformers at contractor's works will be contractor's responsibility. No extra charges for transportation handling packing, forwarding and insurance etc. shall be paid.



8.1 ASSESSMENT & ESTIMATES OF THE REPAIRS:-

8.1(i) On receipt of Demand Draft / bank guarantee and issue of the release order by the respective XEN/TRW, AEE / TRW shall inform the firm about the availability of the damaged transformers giving capacity wise number of the transformers from time to time and the date by which the same can be lifted by the firm against the release order with a copy to XEN / TRW, Dhulkote / Hissar & COS, DHBVN, Hissar or SE/ Stores & Workshops, UHBVN, Dhulkote.

8.1(ii) The firm shall make necessary arrangements to lift the transformers immediately on receipt of such intimation. The firm shall intimate immediately not later than 3 days from the date of lifting of transformers for preparation of JVR at their works and the JVR shall be prepared in presence of officers, to be deputed by COS, DHBVN, Hissar/ SE/S&W, UHBVN, Dhulkote within 7 days from the date of such intimation. The transformers shall be lifted in a minimum lot of 25 nos. transformers.

In case the transformers are not lifted as per schedule due to circumstances beyond the control of the authority concerned, the SPC of DHBVN/ UHBVN will be competent to review and decide the case.

8.1(iii) "The XEN / TRW shall issue release order only after ensuring availability of adequate no. of damaged T/Fs for lifting. If the damaged transformers are not lifted even after lapse of period of 30 days from the date of issue of release order by XEN / TRW, a penalty @ Rs. 75/- per un-lifted T/F per day from 31st day of lifting order shall be levied. The lifting order shall stand cancelled after 45 days. The penalty @ Rs. 100/- for un-lifted T/F per day shall be levied on the firm, even if the lifting order is cancelled after 45 days, from 46th day of lifting order up to 75th day or up to the date of lifting of transformers against next R.O., whichever is earlier and the firm shall have to seek a fresh lifting / release order, thereafter release order shall only be issued with the approval of CE/MM, DHBVN/UHBVN."

"In case the firm lifts the damaged transformers after 30 days from the date of release order & returns the same duly repaired within 75 days from the date of release order, the delay penalty on account of lifting will not be imposed upon the firm."

8.1(iv) The damaged transformers shall be handed over to the firm with metal parts, bushings and windings after complete draining out of the oil. The salvage value in case of metal



parts and windings will be adjusted in final payment on the basis of prices of scrap metal parts appearing in the Economic Times Newspaper/ Punjab Kesri / Dainik Bhaskar, whichever is higher on the date of lifting of the T/Fs less the burning loss in case of coils and in case of metal parts, on the basis of actual weight of the metals which shall be ascertained on the basis of joint verification report of the representatives of the Nigam and the firm at the firm's premises. Nigam shall raise the invoice for sale of scrap material. CST shall be paid by the firm on purchase of salvage for which C-Form if required shall be submitted by the Nigam.

8.1(v) On the basis of JVR an estimate (as per proforma) for the whole lot shall be prepared by the AEE / TRW & submitted to XEN / TRW for sanction by the competent authority. The XEN / TRW will sanction the repair estimates for the repair of 25/63/100KVA Amorphous Core AI. Wound distribution T/Fs upto Rs 10 lacs. The estimates exceeding Rs. 10 lacs & up to Rs. 20 lacs shall be sanctioned by the SE/Stores & Workshops, UHBVN, Dhulkote/ COS, DHBVN, Hissar and above 20 lacs shall be sanctioned by the CGM/MM UHBVN / CE MM, DHBVN. Five copies of the group estimates shall be prepared, two copies to be delivered to the firm along with work order, and two copies to be retained by the Divisional Officer.

8.1(vi) The estimate shall be sanctioned within shortest period of the lifting of the transformers by the firm and the work order along with a copy of sanctioned estimate, shall be sent to the firm before the stage inspection is carried out.

For the purpose of estimation, the value of transformer coil taken out from damaged transformers whether found healthy or otherwise during joint inspection report of TRW, may be taken as per clause 8.1 (iv) for estimation of salvage value.

8.2 The joint inspection report shall clearly indicate whether a particular item being provided is against replacement of defective or damaged or missing part / parts. In case the transformer found to be irreparable due to rusty core/damaged lamination, the transformer shall be returned back to TRW/ THW from where it was lifted without any cost to Nigam.

8.3 The firm shall give a call for stage inspection within one month of lifting of the lot. The coils fabricated by the firm shall be inspected by the Inspecting Officer / Officers



deputed for the purpose. For the purpose of payment, the actual weight of the fabricated coils shall be the base but shall be restricted to the weight of the coils taken out group-wise. Group will mean a set of transformers for which coils of identical design have been proposed by the firm. In case within a group, the weight of the taken out coils of any transformer is less than the fabricated coils, that shall not be reduced as per weight of the taken out coils but the group as a whole shall be considered.

- 8.4 The contractor shall also ensure that their Engineer is always present for joint inspection and preparation of estimates in order to avoid delay.
- 8.5. The weight of HV & LV coil shall only include weight of HV & LV aluminum DPC/SE conductor, weight of inter layer paper insulation of HV and LV winding. However, payment shall be made for weight in old coil or new coil whichever is less.

9. APPROVAL OF ESTIMATES:-

Out of the two copies of the approved estimates received by the contractor, one copy shall be retained by him for his record and second copy shall be attached by him along with the bill after satisfactory repairs and testing to facilitate verification of the bills. One photo copy of the approved estimate shall be given by the contractor to the Inspecting Officer along with a photocopy of joint inspection report at the time of inspection and testing of repaired transformers to facilitate checking and ensure that the repairs have been carried out strictly as per estimate and identical original design of the transformers.

10. PENALTY FOR DELAY & MODE OF PAYMENT:-

- 10.1 If the repairer fails to repair the damaged transformer within the agreed / committed delivery period, the repairer shall be liable to pay as penalty charges @ 0.5% per fortnight or part thereof upto 1st -10 fortnights and one percent thereafter per fortnight or part thereof of the cost of repair, subject to maximum of 10% of the cost of repair of such transformers so delayed.
- 10.2 Documentation:- The firm shall submit their bill for the lot to AEE / TRW with complete documents. The repairer shall certify on the bills that material, spares mentioned in the bills have been actually fitted/ used on the transformers. The incomplete bills not accompanied by any of the documents listed in the check list shall not be accepted by AEE / In-charge and shall be returned on the spot with the remarks, pointing out the missing documents. The bill shall be entertained only if all the documents are furnished by the firm. The AEE shall process the bills and forward the same to respective XEN / TRW



for pass & payment. The following documents are required to be submitted along-with the bills for repair of damaged distribution transformers.

- I. Bills in triplicate duly pre-receipted.
- II. Original copy of the receipted challan for the transformers delivered after repairs.
- III. Photo-copy of Bank Guarantee (both sides) for the amount specified in the contract to be submitted as security for performance of the contract valid for a period of 6 months after completion of the contract including warranty period. The non-judicial stamp paper for bank guarantee should be purchased in the name of guarantor bank.
- IV. Warranty deed on non-judicial stamp paper of appropriate value duly executed strictly as per wording provided in the contract.
- V. Photocopy of Joint Inspection Report at the firm's premises prepared by firm's & Nigam representatives / AE TRW.
- VI. Copies of the sanctioned estimates.
- VII. Photocopy of the final inspection report carried out by the Inspecting Officer.
- VIII. Photocopy of the stage inspection report.
- IX. List of weight of HV/LV Leg coils and quantity of T/F oil used in each transformer as per JVR & Stage Inspection duly verified by the Inspecting Officer as required in the contract.
- X. Certificate of the firm as required in the contract.
- XI. Certificate of the firm that HV/LV leg oils as fitted in the transformers are being manufactured at their premises. This certificate is required if E.D. is payable separately.
- XII. Certificate to the effect that test certificates of individual transformer have been supplied to the concerned consignee of XEN / TRW, DHBVN / UHBVN.
- XIII. Photocopy of the Test Certificate showing the transformer oil used by the party is as per latest ISS-335 duly verified by the Inspecting Officer.
- XIV. Photocopy of invoices showing that transformer oil has been purchased from the reputed suppliers who have got ISI, Certification mark alongwith a certificate of the Inspecting officer that the transformer oil used by the party has been verified to be purchased from reputed firms who has ISI certification mark.
- XV. Photocopy of invoices showing purchase of all other raw material used in the repair of T/Fs, has been purchased from the suppliers who have got ISI certification (where applicable) or from reputed suppliers.
- XVI. Copy of letter of the firm vide which the intimation was sent for stage inspection.
- XVII. Copy of letter of the firm vide which the intimation was sent for final inspection.
- XVIII. The bill supported with the above document must be submitted to AEE/TRW concerned from where the transformers were lifted.
- XIX. All photocopies attached with the bills should be got attested from any AE / AEE / XEN / TRW or Gazetted Officer / Oath Commissioner or the signatory of the invoices of the firm himself.
- XX. Certificate of VAT / CST as required in the contract.

10.3 Terms of payments:- Subject to any deductions which the purchaser may be authorised to make under this contract, the payment for the material shall be made as under:-

One hundred percent payment shall be made on 30th day from the date of receipt of material by the consignee or submission of documents i.e. bills/invoices in triplicate,



received challan, joint verification report, state/final inspection report, test certificates etc. whichever is later.

Further a rebate of 0.35 percent per week or part thereof shall be availed of by the Nigam if payment is made earlier than the period specified above. The rebate will be calculated on the payable amount.

All payments shall be made by the purchaser or his authorised agent to the supplier in rupees in India.

11. WARRANTY:-

The repairer shall be responsible to replace free of cost with no transportation and insurance expenses to the purchaser upto the destination of the material, mentioned above the whole or any part of the material which under normal and proper use and maintenance prove, defective in material or workmanship within 24 months from the date of commissioning of the transformer by the purchaser or 30 months from the date of receipt of T/F by consignee whichever is earlier provided by the consignee / purchaser gives prompt written notice of such defects to the supplier. Such replacement shall be effected by the repairer within a reasonable time not exceeding one month of intimation of the defects. 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 each transformer 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 after replacement / repair or the transformer shall be got repaired from other repairers and the cost so incurred will be recovered from the 1st repairer. Supplier's responsibility arising out of supply of material or its use whether in warrantees or otherwise shall not in any case exceed the cost of correcting the defects or replacing the defective parts / material and upon the expiry of the warranty period stipulated above, all such liabilities shall terminate.

The warranty of a transformer shall be for a period of 24 months from the date of commissioning of transformer or 30 months from the date of dispatch of the material which ever expires earlier. In case of transformer repaired within warranty period, the warranty shall be for at least six months from date of re-repair or 30 months from date of original repair/ 24 months from the date of installation, whichever is later.

The payment authority of DHBVN/ UHBVN shall deduct & retain an amount of 5% of the work done while making the payments as performance security of the repaired transformers & the same shall be released after the expiry of the warranty period. The said 5%



retention money will be refunded to the firm after 30 months from the date of receipt of each particular lot of repaired transformers on regular basis subject to the condition that no damaged transformer within warranty period is pending for repair at that time against that particular lot, however in case of excessive accumulation of warranty period damaged transformers sufficient security amount will be with held as mentioned below

In case the replacement of defective material is not carried out within two months of our intimation of defects, the repairer shall have to pay interest @ 12% per annum subject to maximum of the value of each complete operation unit i.e. the issue rate of repaired T/F fixed by CGM/MM, DHBVN/UHBVN beginning from the date of its receipt in TRW or date of intimation given by SDO (OP) / SDO (Store) / AEE / TRW whichever is later upto the date of its receipt after replacement / repair.

Besides above the XEN / TRW will not issue further release order, in case such transformers damaged within warranty period exceed the limit of 30 (either with the repairer firm or in workshops/ store of DHBVN/ UHBVN) and contract is liable to be cancelled/ terminated. If at any stage during the execution of the contract, the total quantity of T/Fs including those under warranty period lying in the custody of the firm, exceeds the financial cover, the XEN / TRW, DHBVN, Hissar/ Sr. A.O./Stores & Workshops, UHBVN, Dhulkote is likely to withhold the payments Rs. 50000/- per transformer from outstanding dues of the firm so that adequate financial cover is available as per intimation by the respective XEN / TRW.

The transformers damaged within warranty period in the field shall be returned to the respective TRWs through stores. The first/ registered intimation regarding damage of transformers within warranty period shall be given by the concerned SDO in-charge of 'OP' Sub Division, with a copy to AEE/XEN /TRW and COS, DHBVN, Hissar/ SE/Stores & Workshops, UHBVN, Dhulkote clearly intimating the firm, the date of damage of transformer in the field and complete particulars of the transformers. Registered intimation shall also be given by AEE/ TRW to the firm on receipt of T/F in TRW with a copy to respective XEN /TRW.

XEN / TRW will monitor the position of damaged transformer within warranty period. An agreement will be executed by the firm on NJSP of appropriate value which should be in favour of firm concerned.

12. LIFTING OF WARRANTY PERIOD TRANSFORMERS FROM TRWs FOR REPAIR :-

XEN/TRW, DHBVN/UHBVN will issue lifting order to the concern firm for lifting of damaged transformers within warranty period after ensuring the adequate financial cover available with the Nigam.



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UTTAR DAKSHIN HARYANA BILJI VITRAN NIGAM



13. VERIFICATION OF DOCUMENTS REGARDING PURCHASE OF TRANSFORMER

OIL:-

The Nigam has the option to verify at any stage of the documents so as to verify that the repairer had actually purchased the new transformer oil confirming to IS-335, latest amendments as per the quantity actually required by the repairer for repair / manufacture of new transformers. The firm will furnish copy of test certificates from the supplier of transformer oil.

14. A transformer is to be declared uneconomical for repair by XEN / TRW, DHBVN/ UHBVN, if the total estimate of repair of the transformer exceeds 50% of the cost of the new transformer.

15. QUANTITY:-

- i) The purchaser reserves the right to allocate different quantity of distribution transformers to various firms on mutually agreed rate units.
- ii) The quantity of no. of transformers allotted / ordered on a firm can be increased / decreased by the respective Nigam even during the pendency of the contract without assigning any reasons.

16. DELIVERY SCHEDULE:-

Each lot of damaged transformers shall be lifted & returned duly repaired within 75 days from the date of lifting order. A minimum lot of 25/50 nos. transformers (details as follows) shall be maintained upto the allotment of 500 nos. transformers, and onwards, the delivery rate shall be proportionately increased. The above lot-wise process will continue till the entire quantity allotted is completed by the firm. In case the bank guarantee of the firm is not received within stipulated period, the delay for the submission of the bank guarantee shall be counted towards the delay of the lifting of the first lot. In case of any delay in lifting of the transformers and/ or delivery after repair, a deduction shall be made as per Clause 8.1(iii) and Clause-10.1 of 'Commercial terms & conditions'.

The lot of transformers as above shall be maintained as under:-

A)	First lot	-	25 No. T/Fs.
B)	Next lot		
1.	T/Fs allotted upto 200 Nos.	-	25 No. T/F
2.	T/Fs allotted above 200 Nos. upto 500 Nos.	-	50 No. T/F
3.	T/Fs allotted above 500 Nos.	-	Lot shall be increased proportionately.



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The concerned XEN/TRW will issue the Release/ Lifting Order for damaged transformers after ensuring adequate financial cover of the same with Nigam. In case, the sufficient cover is not available with the Nigam, the firm has to submit additional B.G. i.e. equivalent to 10% repair cost of the transformers (against which R.O. is to be given) in the office of payment authority in order to complete the repairing of allotted quantity within the time schedule of the contract. The said additional B.G. will be refunded within 7 days after the receipt of transformers duly repaired against particular R.O. or will be adjusted against the onward required additional B.G. against next R.O. (if required).

17. PENALTY IF THE DAMAGED RATE EXCEEDS THE PERMISSIBLE LIMIT:-

Penalty will be calculated on the basis of damage rate of 25 & 63 KVA transformers, damaged within warranty period, on the completion of the contract. If the damaged rate of above said transformers repaired by him exceed the limit as fixed in the contract following penalty will be imposed:-

Sr. No.	Damage rate within warranty period	Penalty to be imposed
1.	The damage rate with warranty period upto 10%	Nil
2.	The damage rate above 10% upto 15%	Rs. 150/- per transformer
3.	Damage rate above 15% and upto 20%	Rs. 400/- per transformer
4.	Damage rate above 20% and upto 25%	Rs. 600/- per transformer
5.	Above 25%	The firm should be black listed.

The above penalty will be calculated for transformers slabwise as per illustration (supposing out of total repaired 1000 nos. transformers 250 nos. transformers got damaged within warranty period & damage rate is 25%) given below:-

Up to 10%	(on 100 nos.)	Nil
Above 10% upto 15%	on 50 nos. @Rs. 150	Rs. 7500
Above 15% upto 20%	on 50 nos. @Rs. 400	Rs. 20000
Above 20%	on 50 nos. @Rs. 600	Rs. 30000
Total		Rs. 57500

Note: Damage rate shall be calculated against transformers installed / issued to the field.

**Controller of Stores,
DHBVN, Hisar.**



DAKSHIN HARYANA BIJLI VITRAN NIGAM
TENDER ENQUIRY NO. WC-

ANNEXURE-E

TECHNICAL SPECIFICATIONS FOR COMPLETE REPAIR AND TESTING OF 11/0.433 KV AMORPHOUS CORE ALUMINIUM WOUND DAMAGED DISTRIBUTION TRANSFORMERS OF CAPACITIES 25 KVA, 63 KVA & 100 KVA.

If there is any conflict or inconsistency between the provisions hereof and those contained in General Conditions of Schedule-D (II), the conditions contained herein shall prevail.

1. SCOPE:-

This specification covers technical assessment and full estimation, for activities and works involved in complete repairs, testing and safe delivery of Amorphous Core Aluminium wound 25 KVA, 63 KVA & 100 KVA damaged distribution transformers of various make lying in DHBVN/ UHBVN, Transformers Repair Workshops or elsewhere within the jurisdiction of Workshops Organization of DHBVN/ UHBVN.

2. ATMOSPHERIC CONDITIONS:-

The transformers after satisfactory repair and testing shall be suitable for operation in climatic conditions given as below:-

a) Maximum ambient air temperature	-	50°C
b) Maximum daily average ambient air temp	-	45°C
c) Maximum yearly weighed average temp.	-	35°C
d) Minimum ambient air temp.	-	5°C
e) Altitude above MSL Not exceeding	-	1000 Mtrs.
f) Average no. of rainy days per annum.	-	60
g) Average annual rainfalls	-	60 cm.
h) Maximum wind pressure	-	195 Kg/Sq.M

3. REPAIR WORK:-

The repair work shall involve opening of transformers covers, de-tanking core & coil assembly, cleaning/washing of dust and dirt from all parts including core, tank, cooling tubes and radiators etc. replacement of defective/damaged parts, with new ones, as per the contract, re-assembly of transformer, filling fresh transformer oil, after filtration, marking and repainting etc. and making the transformer ready for all routine tests as per ISS-2026/1977 and ISS-1180 as amended up to-date and as per terms of contract.



4. REPLACEMENT OF PARTS:-

This will involve removal of damaged/defective parts, supply of new parts such as set of HV/LV windings, bushings, metal parts, gaskets, synthetic rubber washers for bushing assemblies, breathers, oil level gauge, oil drain valves and filter valves, cover bolts, plugs, top cover plates, where-ever necessary and fresh transformer oil etc. fittings, fixing and making connections, complete in all respects to make the transformer fit for its use and energisation.

5. WINDINGS:-

5.1 All three sets of HV/LV coil limbs shall be replaced by new ones, corresponding to the original design of the transformer and identical voltage. Electrical grade insulating Craft paper used shall be of Ballarpur / Pudamjee / Triveni, Raman Board Mysore make. The Press Board made from natural wood pulp shall be of Senapathy Whitley / Raman Board make. Press Phan Paper shall be of Senapathy Whitley, M/s Aspha Board Pvt.Ltd. Pune, M/s Aura Paper Industries (India) Pvt. Ltd. Hyderabad., M/s Raman Board Mysore make and Gaskets shall be used of M/s Talbros Faridabad / M/s Nu-Cork Gurgaon make. The damaged transformers shall be handed over to the firm with metal parts, bushings and windings after complete draining out of the oil. The salvage value in case of metal parts and windings will be adjusted in final payment as per Clause no. 8.1(iv) of 'Commercial Terms & Conditions' (Annexure-D).

5.2 The number of coils per limb, number of turns, conductor size and dimensions of complete limbs, with leg coils shall be same as that of the leg coils of the original transformer so that electrical/mechanical characteristics of the repaired transformers remain same as that of original transformer.

5.3 All material used in the insulation and assembly of windings shall be insoluble, non-catalytic and chemically inactive, in the hot transformer oil and shall not soften or otherwise become adversely affected, under the operating conditions.

5.4 The windings shall be compact and systematical about the centre line of the core and shall be formed on suitable synthetic resin bonded paper sheets type-III/elephantide sheet, conforming to the relevant ISS and the size of the sheets would be same as used in the original transformers.



5.5 The conductor inter-layer insulation shall be of suitable Kraft paper of uniform density, free of pin-holes and free from any conducting foreign particles, conforming to relevant ISS or BSS and shall be of such size and material, as provided in the original transformers. The coils shall be provided with oil ducts, wherever required.

5.6 All threaded connections shall be provided with suitable locking device. All leads from the windings to the terminals and bushings shall be rigidly supported, to prevent damage due to vibrations. It would be preferable to use sleeves made of material, which does not have any chemical reaction with transformer oil, filled in the tank, during normal continuous use. Bakelite tubes may be used where practicable.

5.7 The winding shall be clamped securely in places and suitably impregnated, to develop full electrical strength to the winding. The Aluminium conductor used in the coil structure shall be of EC grade. All permanent current carrying joints, the winding and the leads shall be welded or rigidly clamped.

6. LAMINATION:-

After cleaning dust and dirt from the lamination by way of complete dismantling of core, the core shall be rigidly clamped and bolted to ensure adequate mechanical strength and to withstand vibrations during operation. The bolts used in the assembly of the core shall be suitably insulated and clamping structure shall be so constructed that eddy currents will be minimum. Mechanically damaged, flashed and rusted laminations should not be used.

7. GASKET:-

The gaskets will be procured only from reputed firms or firms manufacturing this item and whose material conforms to ISS 4252-Part-II-1980.

8. BUSHING & METAL PARTS:-

The bushings shall be procured from firms of repute like M/S W.S. Insulators, Madras or M/S Jayashree Insulators & Industries, Calcutta or any other firm manufacturing bushings, conforming to relevant ISS. The HV/LV parts of brass, manufactured from good quality of material shall be used to withstand required tests as per contract. All metal parts should confirm to ISS : 3347.

In respect of items for which ISS do not exist, the same will be procured from the standard firms, under intimation to respective CE/MM, DHBVN/ UHBVN along with a certificate to the effect that no ISS exists for the item concerned.



9. SUNDRY ITEMS:-

No extra payment shall be made for insulating material to be provided between HT & LT coils and inter-phase legs, such as press board and ducts etc. These items and all other small items not covered in price schedule shall be treated as included in the sundry items. Cost of aluminium name plate etc. to be provided on repaired transformers is also covered under sundry items. All sundry items will be of good quality and conforming to the required standards to withstand all tests/operation of aluminium/copper wound transformers.

10. FREQUENCY:-

The required transformers shall be suitable for continuous operation with a frequency variation of $\pm 3\%$ from normal frequency of 50 Hz without exceeding permissible temperature rise.

11. PARELLEL OPERATION:-

The repaired transformer of the same mark, type and capacity voltage rating and vector group shall operate satisfactorily in parallel among themselves as and when required.

12. NO LOAD VOLTAGE:-

The no load voltage ratio of the repaired transformers shall be 11/0.433 KV.

13. HIGH SYSTEM VOLTAGE:-

The highest system voltage be as high as 12000 volts. The repaired transformers shall be suitable for continuous operation with this voltage on HV side.

14. PAINTING:-

14.1 All metallic surfaces exposed to weather and requiring paint shall be given suitable primary coat and two coats of Dark Grey colour shade of Asian/Nerolac/J&N/Berger make.

14.2 The inside of the transformers including clamping channel, etc. shall be given suitable painting coat and two coats of best paint of Zinc Chromate, which may not cause any deterioration in the properties of the insulating transformer oil, by chemical reactions etc.

14.3 Two black colour strips of 25mm width each shall also be marked on one side of the transformer, for proper identification of repaired transformers from private agencies.

15. MARKING:-

15.1 After satisfactory repair and testing, the contractor shall have to provide again in white paint in stencil letters following details on the body of the repaired transformers for the purpose of identifications:-



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1. Rating of transformer.
2. Repaired by M/s _____
3. Repair Contract/Order No. _____ dt. _____
4. Inspected & Tested by _____ on _____.
5. Warranty : **24 / 30 months**

15.2 The contractor shall also fix aluminium plate of length 10cm and its width may be kept the same as that of original transformer's name plate. The plate shall be fixed firmly by rivots (not by screws) on the body of the repaired transformers just below the original manufacture's name plate or any other suitable place if the same is not possible. The engraved letters will be painted with good quality of black paint, for clear visibility. The details to be engraved on the plate will be as per specifications given below:-

Sr. No.	Workshop Circle No.	Name of the Repairer	Rating of T/F.	Date of * testing.	Repair Contract No.	Date of damaged
(1)	(2)	(3)	(4)	(5)	(6)	(7)

*Here the date of successful inspection and testing by the Nigam's Inspecting Officers / Third Party shall be mentioned.

The workshop circle Number will be engraved on the body of the T/Fs & top cover, in case the same has not been already engraved.

16. INTER-CHANGEABILITY:-

All parts shall be made accurately to standard gauge, as far as possible, so as to facilitate replacement & repair. All corresponding parts of similar make, type and capacity of transformers including the spare parts shall be inter-changeable.

17. TESTS :-

17.1 100% repaired transformers shall be subjected to all the routine tests detailed as under, in the latest edition of IS-2026 & amendments thereof, read with IS-1180, by Inspecting Officer of DHBVN/ UHBVN/ Third Party.

1. Measurement of winding resistance.
2. Impedance Voltage.
3. Ratio Polarity & Phase Relationship.
4. Load Losses.
5. No Load Loss and No Load Current.
6. Insulation Resistance.
7. Induced Over-voltage withstand.
8. Separate source voltage withstand.



17.2 Losses:- Tolerance of 10% shall be allowed on maximum permissible limit of No load, 50% Load, 100% load & full load losses (whichever is applicable) as per name plate of transformer against original P.O. of that particular transformer. However, P.O. no. of each transformer shall be ascertained at the time of preparation of J.V.R. & to be mentioned in the same.

Damaged distribution transformers shall not ordinarily be allowed for lifting without name plate. In case a name plate on a Transformer received in TRW was missing, a certificate shall be recorded in writing by a committee of AFM or JE & SDO, TRW certifying that “ it has not been possible to assess the exact P.O. No. of the transformer, but by virtue of our experience, the probable P.O. No. of transformer has been ascertained as _____ and accordingly same shall be painted on T/F tank.” The Losses shall, thereafter be governed accordingly.

17.3 Tests on T/F Oil.

Transformer oil shall be got tested from each lot at random at the discretion of the Inspecting Officer, Samples will also be drawn from the fresh lot of transformer oil, stored in drums/storage tanks also, to check its conformity to IS-335 with latest amendments.

Break down voltage test on transformer oil shall be conducted in respect of offered lot of repaired transformers as per ISS and also from the storage tank, from which oil has been used on firm's work.

17.4 The voltage ratio shall subject to tolerance of $\pm 1\%$.

17.5 Test certificates of routine tests conducted on each transformer at the firm's works will be handed over to the concerned consignee, at the time of delivery of repaired transformers.

18. TESTS & TEST CERTIFICATES:-

18.1 All the transformers after repair shall be subject to routine tests specified in ISS and detailed in Technical Specifications of the repair contract before offering the same for inspection and testing.

All the tests and inspection shall be carried out at the works of the repairer. 100% of the repaired transformers shall be tested for all the routine tests after repairs, in the presence of Nigam representative or any other agency to be nominated by the Nigam for this purpose. All reasonable facilities shall be given by the repairer to the inspecting officers to facilitate inspection and testing. The Nigam reserves the right to



inspect the material during repairs also. It shall be the responsibility of the contractor to provide during inspection all the testing instrument duly calibrated with valid calibration certificate from the Govt. Test House/ Govt. approved test house. The Nigam representative shall ensure that seal of test house is intact and none of calibration points of instruments has error more than prescribed limit of error.

- 18.2 Besides testing of transformers for routine tests, the inspecting officers shall be authorized for random checking of the coils and assembly of the repaired transformers to check the actual repairs done and to examine the quality of material used and workmanship.
- 18.3 The Nigam reserves the right to itself to have at contractor's expenses any test of reasonable nature carried out at the contractor's and sub-contractor's premises or at site in addition to the aforesaid tests and those included in the contract to satisfy himself that the spare parts used in repair etc. comply with the specifications. The contractor shall be required to rectify the defects found in such tests, at his own cost.

The contractor shall furnish copy of test certificate to Controller of Stores, DHBVN, Hissar/ SE/Stores & Workshops, UHBVN, Dhulkote before giving call for final inspection. Test certificates duly approved shall be handed over to the consignee at the time of returning the repaired transformers to our workshops. The test certificates shall also display full particulars of the repaired transformers and its warranty.

19. **INSPECTION & TESTING:-**

- 19.1 After HV/LV coils are manufactured by the firm they will offer the same for inspection within one month of lifting of the transformers from the workshops. This inspection shall be termed as 'Stage Inspection'. During stage inspection, the Inspecting Officer as appointed by the respective CGM MM, UHBVN / DHBVN shall check the weight of HV / LV coils and complete technical details of the coils and record of the same with proforma of stage inspection report. During the inspection wherever losses are not coming within the permissible limit than tolerance of 5% in the weight of HV / LV coil for that T/F shall be allowed. They shall also verify the quality of material used by the firm in the repaired transformers. During stage inspection, quantity of material as mentioned in clause no. 8.5 of 'Commercial Terms & Conditions' (Annexure-D), shall be verified taking a sample transformer out of the transformers having similar design/P.O.



19.2 The firm shall give call for final inspection within 15 days of the stage inspection and CGM/MM, DHBVN/ UHBVN shall depute inspecting officer / officers/ Third Party for final inspection.

The inspecting officers shall take at least two samples of oil from any lot of repaired transformers, to ensure that the transformer oil used complies with the requirement of specifications. Two samples of transformer oil may also be drawn from the lot of transformer oil in drums / storage tanks, received by the firm from the oil suppliers, to check the conformity as per ISS at random, before despatch. The despatch of such lot shall be allowed after receipt of satisfactory test report from a reputed lab at the expenses of DHBVN/ UHBVN. In case, the oil sample fails, the expenses of testing shall be recovered from the firm, besides expenses incurred on inspection & testing of transformers. The inspection charges will be Rs. 5000/- per man-day in case of Nigam's inspecting officer or equal to the actual billed amount by 3rd party inspecting agency in case of 3rd party inspector or both in case of Nigam's & 3rd party inspector. Apart from this, in case the firm further requests for testing of 2nd oil sample at their risk & cost, the testing charges of oil will be borne by the firm as under:-

1. In case test results of 2nd oil sample found within permissible limits, the firm shall be liable for payment of testing charges of 2nd oil sample only.

OR

2. In case test results of 2nd oil sample not found within permissible limits, the firm shall be liable for payment of testing charges of both 1st & 2nd oil samples in addition to inspection & testing charges of transformers mentioned above.

A list mentioning actual weight of leg coils and actual quantity of transformer oil used in respective repaired transformers shall also be submitted so that the inspecting officers may verify the above statement during inspection.

19.3 The inspecting officers shall submit their inspection reports to the office of COS, DHBVN, Hissar or SE/Stores & Workshops, UHBVN, Dhulkote and on clearance of reports by COS, DHBVN, Hissar or SE/Stores & Workshops, UHBVN, Dhulkote, the despatch authorization shall be issued and the firm shall deliver the transformers, within a week of receipt of such intimation to the consignee concerned.



19.4 INCORRECT / FAKE INSPECTION CALL :-

The firm shall give the call for specific inspection only when the material is completely ready as per the provisions of contract. The Contractor shall be responsible to pay penalty of Rs. 20,000/- for each occasion at which the fake inspection call has been made or the material is rejected during testing/ inspection by the authorised agency/ representative of the Nigam. This penalty would be in addition to the expenses incurred by the Nigam in deputing the Inspecting Officer, carrying out such inspection and will be imposed as per the details already mentioned in clause 'Inspection & Testing.'

19.5 The contractor shall record either of the following certificates on the invoice/ packing list as the case may be :-.

“ Certified that consignment (lot) of repaired transformers sent through this invoice has been inspected and tested by representatives of the Nigam. The test results were found to be within values specified in relevant ISS / contract as per true copy of test results enclosed.”

19.6 Nigam reserve the right to get inspected the warranty period repaired transformers at the works of the firm before dispatch.

19.7 POST RECEIPT INSPECTION: -

The repaired T/Fs on receipt in TRW / Stores are liable for Post Receipt Technical audit. A registered one-week notice would be served upon the firm, for deputing a representative for inspection on the specified date mentioning the place of post receipt inspection by the representative of the Nigam. In case, the firm fails to depute the representative on the specified date. DHBVN/ UHBVN would be free to get the material checked in the absence of the firm representative, for which the firm would have no reasons to protest at any stage and would be fully responsible for the outcome.

19.8 All the tests and inspections shall be conducted at the works of the repairer. Each and every repaired transformer shall be tested for all the routine tests after repairs in the presence of Nigam's representative for this purpose. All reasonable facilities shall be given by the repairers to the inspecting Officers to facilitate inspection and testing. The Nigam reserves the right to inspect the material, during repairs also.

19.9 The Nigam reserves the right to have the tests conducted at the contractor's expenses through an independent agency at the laboratory of the agency whenever there is any dispute regarding quality of repair and testing etc.

**Controller of Stores,
DHBVN, Hisar.**



DAKSHIN HARYANA BIJLI VITRAN NIGAM

Tender Enquiry No. WC-

ANNEXURE-F

Price Schedule

Unit rate for repair of 25, 63 & 100 KVA Amorphous Core Transformers anywhere in Haryana.

Sr. No	Item	Unit	25 kVA	63 kVA	100 kVA
1	Labour Charges	Lumpsum			
2	HV Bushing	1 Set of 3	Combined rates of 13 items	Combined rates of 13 items	Combined rates of 13 items
3	LV Bushing	1 Set of 4			
4	HV Metal Parts (Brass)	1 Set of 3			
5	LV Metal Parts (Brass)	1 Set of 4			
6	Gasket	1 Set			
7	Oil Level Gauge	1 No.			
8	Air Release Plug	1 No.			
9	Pressure release valve	1 No.			
10	Drain Valve (Gun Metal/Brass)	1 No.			
11	Silica Gel Breather	1 No.			
12	Bend Pipe	1 No.			
13	Sundries	Lumpsum			
14	Paintings with ISI marked paint	Lumpsum			
15	HV Coils (DPC) Al.	Per Kg			
16	LV Coils (DPC) Al.	Per Kg			
17	HV Coils (SE) Al.	Per Kg			
18	T/F Oil excluding cost of Drum	Per Litre			
19	No. of T/Fs offered for repair	DHBVN			
20		UHBVN			

- Note : - 1. The prices quoted shall be 'FIRM' and 'FOR' destination basis anywhere in Haryana, except the rates of HV/LV Coils and T/F Oil which are variable with base date as on and shall be regulated on either side as per price variation formula.
2. The rates quoted should be inclusive of all taxes and Duties.
3. The Break-up of taxes and duties shall be given by the bidders in the rates quoted by them in Price Schedule separately (i.e Ex-works Price, Excise Duty, CST / VAT, Service Tax etc.).

Signature of Authorized Representative _____

Name & Address of the Firm _____



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TENDER ENQUIRY NO. WC-

Annexure-G

PERFORMA FOR AFFIDAVIT OF NON BLACKLISTING

TENDER ENQUIRY NO. WC-

I, _____ Director of M/S
_____ with Headquarter at
_____ being their authorized signatory, do
hereby solemnly affirm and declare that M/S _____ has not
been blacklisted/ not debarred by any State/Central Govt. or any of its agencies. I understand that if
upon acceptance of our offer dated _____ against DHBVN tender enquiry No. _____
for supply of _____ any P.O. is placed upon us, the same is liable
to be cancelled if this declaration is found wrong at any subsequent time and further I understand to
compensate the DHBVN for the consequences arising out of wrong declaration.

Attested by Notary Public.

(To be submitted on NJSP)