



UTTAR HARYANA BIJLI VITRAN NIGAM

Office of the Superintending Engineer / Stores & Workshop, Dhulkote (Ambala)
☎ 0171-2542985, Fax No. 0171-2543432, E-Mail ID:- sestoresuhbvndhulkote@gmail.com

Director Supplies & Disposal Haryana,
SCO 9, Sector 16, Panchkula

11 8 MAY 2017

Memo No. Ch- 118 /SE/S&WWS-1007/Vol-II

Dated: 3/5/2017

File No. Cms-3309

To

1. SPS to Worthy MD HVPNL Panchkula for kind information of Worthy MD HVPNL.
2. SPS to Worthy MD HPGCL Panchkula for kind information of Worthy MD HPGCL.
3. The Director Supplies & Disposal Haryana SCO No. 9 Sector 16, Panchkula, Haryana.
4. The Chairman, Punjab State Power Corporation, PSEB, Head Office, The Mall Patiala.
5. The Chairman, Himachal Pradesh State Electricity Board, Vidyut Bhawan, Shimla-171002.
6. The MD, Uttranchal Power corporation Limited, Dehradun (Uttranchal).
7. The Chairman, North Delhi Power Ltd., Grid Sub Station Building, Dson Lines, Kingsway camp, New Delhi-110009.
8. The Chairman, Delhi Transco Ltd., Shakti Sadan, Kotla Road, New Delhi-110002.
9. The Chairman, Jodhpur Vidyut Vitran Nigam Ltd. New Power House, Industrial Area Jodhpur-3422003 (Raj.)
10. The Chairman Jaipur Vidyut Vitran Nigam Ltd. Vidyut Bhawan, New Vidhan Sabha Marg, Jaipur-302005 (Raj.).
11. The Chairman, Ajmer vidyut Vitran Nigam Ltd., Vidyut Sadan, Hathi Bhata, Ajmer 305001.
12. The chairman, J&K State Elec. Board, Jammu.
13. The Chairman, U.P. Power corporation Limited, Shakti Bhawan, 14, Ashok Marg Lucknow-226001.
14. The Chairman, Rajasthan Vidyut Parasaran Nigam, Limited, Vidyut Bhawan, Jaipur (Raj.)-302005
15. The Secretary, Rajasthan Rajya Vidyut Prasaran Nigam Ltd. vidyut Bhawan Jyoti Nagar, R.C. Dave Marg, Jaipur-302005.
16. The Chairman Madhya Pradesh State Electricity Board. P.O. Box No. 34, Rampur Jabalpur-432008.
17. Company secretary, UHBVN & DHBVN
18. All CEs in UHBVN.
19. FA & CAO/MM, UHBVN Panchkula.
20. LR HPU, Shakti Bhawan Panchkula.
21. All SEs in UHBVN.
22. All XENs in UHBVN.

Subject: Blacklisting of M/s Power India Transformer Bhiwani.

Enclosed please find herewith the letter vide which M/s Power India Transformer Bhiwani has been blacklisted for a period of three years due to breach of contract No. WS-1007.

This is for your kind information and further necessary action please.

DA / As above

SE /Stores & Workshops,
UHBVN Dhulkote.

CC.

1. M/s Power India Transformers, 339, Shiv Nagar Colony, Bhiwani-127021 (Haryana)
2. 2nd address M/s Power India Transformers Tosham By-pass, Near Bapora Village Bhiwani-127021 (Haryana) Email ID: pit6442@gmail.com



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Memo No. Ch-107- /SE/S&WWS-1007/Vol-II

Dated: 10/3/2017

To

1. M/s Power India Transformers
339, Shiv Nagar Colony,
Bhiwani-127021 (Haryana)

Regd. Post & Email

(2nd address)

2. Tosham By-pass, Near Bapora Village
Bhiwani-127021 (Haryana)
Email ID: pit6442@gmail.com

Subject: Termination of contract allotted for repair of damaged distribution transformers of capacity 25, 63 & 100 KVA against contract No. WS-1007.

Refer to work order No. 167/SE/S&WWS-1007 dated 29.12.2015 placed upon your firm for repair of 200 Nos. damaged distribution transformers of 25, 63 & 100 KVA rating against your offer dated 03.12.2015 in the NIT No. WS-1007 resulting into a legal binding contract, whereas your firm submitted Bank Guarantee on dated 05.04.2016 to the tune of Rs. 2,68,320/-.

Accordingly, a order regarding lifting of 15 Nos. 63 KVA DTs was placed upon your firm by XEN/TRW, UHBVN Dhulkote vide his office memo No. 9300/TRW/ Power India dated 21.04.2016. Pursuant thereof transformers were lifted by Sh. Sanjay Kaushik representative of your firm.

Thereafter a email dated 16.06.2016 was received from your firm stating that Sh. Sanjay Kaushik and his wife Smt. Yogita have shown themselves as Proprietor to the Bank and obtained Bank Guarantee which was submitted to the Nigam. On the basis of this Sh. Sanjay Kaushik obtained the lifting order and lifted 6 Nos. transformers 63 KVA from THW Dahar and 9 Nos. transformers 63 KVA from THW Sonepat and thus committed the cheating with the Nigam as well.

It is pertinent to mention here that so far as UHBVN is concerned BG is submitted by Bank of Maharashtra to UHBVN on behalf of your firm in whose favour work order was issued. So far as lifting of transformer by Sh. Sanjay kaushik is concerned, Nigam has allowed as he was duly authorized representative of your firm and the authorization in favour of Sh. Sanjay Kaushik was not withdrawn by the firm. Therefore it cannot be said that there was some cheating with Nigam because so far as Nigam is concerned the transformers were handed to firm. However, the damaged transformers returned back without repair.

On the issuance of work order a legal contract came into existence by which both the parties are bound. As your firm was not able to carry out the repairs of damaged transformers in terms of contract agreement, accordingly, a notice dated 19.12.2016 was served upon your firm for termination of contract, forfeiture of EMD & BG, recovery of liquidated damages besides



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blacklisting of your firm, which was replied by your firm vide letter dated 06.01.2017 through Ved Priya Advocate wherein you have repeated the fact of cheating but did not show any interest in performing the work assigned to your firm in terms of ibid work order. Nigam has given reply to your advocate with a copy to you vide letter dated 16.01.2017 to the fact that Nigam is no way concerned with the dispute, if any, between yourself and your authorized representative Sh. Sanjay Kaushik.

Attention is drawn to relevant clauses of contract agreement, which are reproduced as under:-

6(iii). 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.

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

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

31.2. 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.

39. **Blacklisting of the firm:** 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



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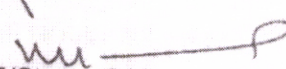
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be noted that such a liability can be enforced on the supplier only if the purchase order does not contain any term or condition contrary to what had been quoted in the supplier's tender. Once this is ensured, any attempt by the supplier to back out of his commitment should be taken a serious 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 Whole Time Directors for consideration and to decide for black-listing of the firm and damages, if any, to be recovered.

From the above, it is clear that you have failed to perform the obligation in terms of contract agreement, thus, there is breach of contract on your part besides the unbusiness like behavior. Accordingly:-

1. Work order placed upon your firm vide this office memo No. 167/SE/S&WWS-1007 dated 29.12.2015 is hereby terminated.
2. EMD & BG submitted by your firm against contract WS-1007 is forfeited.
3. Recovery of Rs. 5,32,610/- i.e. 10% value of the undelivered material (awarded for repair of 200 Nos. DTs of rating 25,63 & 100 KVA) as liquidated damages and not as a penalty from the firm.
4. Your firm is hereby blacklisted for a period of three years for doing future business with UHBVN with immediate effect.

Accordingly, you are hereby called upon to deposit Rs. 5,32,610/- as liquidated damages within a period of 15 days from the date of issue of this letter, failing which the Nigam would be at his liberty to recover the said money by adopting all legal means.


SE/Stores & Workshops,
UHBVN Dhulkote

CC:

1. SPS to Worthy CMD UHBVN Panchkula for kind information of Worthy CMD UHBVN.
2. SPS to Worthy Director/ Technical-I & II, UHBVN Panchkula for kind information of Worthy Directors.
3. Chief Engineer/MM, UHBVN Panchkula.
4. Chief Engineer/MM DHBVN Hisar
5. Controller of Store, DHBVN Hisar.
6. XEN/TRW, UHBVN Dhulkote.
7. Sr. A O/Stores & Workshops, UHBVN Dhulkote