



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 Stores & Workshop SCO 9, Sector 16, Ambala
12 JUN 2017 CFM - 3881 Diary No. 3881
Regd AD./Email

Memo No. 212 /SE/S&W/WC-17/A-70

Dated: 30/5/2017

To

Official address

Regd. 1. M/s Janki Transformers
Dadri Road, Behind Reliance Petrol Pump,
Bhiwani-127021 (Haryana)
Mobile: 9812023691, Email ID: vats.business1976@gmail.com

Residential address:

Regd. 2. Sh. Sushil S/o Sh. Ram Partap,
H. No. 766, Circular Road, Hanuman Dhani Chowk,
Bhiwani-127021

Subject: Termination of contract No. WC-17 placed upon M/s Janki Transformer Bhiwani for repair of Amorphous Core damaged distribution transformers of capacity 25, 63 & 100 KVA, Forfeit of EMD, Recovery of liquidated damages and Blacklisting of firm thereof.

A Letter of Intent vide this office memo No. 215/SE/S&W/WC-17/A-70 dated 10.03.2016 followed by detailed work order No. work order No. 226/SE/S&W/WC-17/A-70 dated 06.04.2016 was placed upon your firm for repair of amorphous core damaged distribution transformers of capacity 25, 63 & 100 KVA against contract No. WC-17 resulting into a legal binding contract between the parties. As per clause 19 of Annexure-B of NIT, 200 Nos. transformers were allotted for repair to your firm. As per clause 3 of the work order, BG was required to be furnished within the period 15 days from the date of LOI. You were requested vide memo No. 10041/Janki/WC-17 dated 12.07.2016 to submit the Bank Guarantee of Rs. 20,00,000/- within stipulated period, but you failed to submit same as such this office vide memo No. Ch-87/SE/S&W/WC-17/A-70 dated 04.04.2016 again requested to you submit the Bank Guarantee but to no effect.

As your firm failed to submit bank garrantee, a notice dated 28.07.2016 was served upon your firm for submission of BG but your firm failed to comply the notice served upon even till date.

On account of non adherence to terms & conditions of contract agreement, a final 15 days notice dated 17.01.2017 was served to your firm for termination of work order, forfeit of EMD, recovery of liquidated damages beside blacklisting of firm. No reply on your part was received against the above said final

~~AD-Admin~~
MC
12/6

DSA
27/6
SA-T



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notice within stipulated time, which shows that you have nothing to say and admitted the contents of notice.

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

6. **Security Deposit : (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. Termination of contract for default : 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.

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 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



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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 behaviour. Accordingly:-

1. Work order placed upon the firm vide memo No. 226/SE/S&WWC-17/A-70 dated 06.04.2016 is hereby terminated.
2. EMD submitted by your firm against contract No. WC-17 is forfeited.
3. Amount of Rs. 6,71,200/ i.e. 10% value of the undelivered material (awarded for repair of 200 Nos. Amorphous core DTs of rating 25, 63 & 100 KVA) as liquidated damages is hereby imposed.
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. 6,71,200/- as liquidated damages within a period of 15 days from the date of issue of this letter, failing which the Nigam would take legal recourse to recover the amount.


SE/Stores & Workshops,
UHBVN Dhulkote

CC:

1. SPS to Worthy CMD UHBVN & DHBVN Panchkula for kind information of Worthy CMD UHBVN & DHBVN
2. SPS to Worthy Director/ Technical-I & II UHBVN Panchkula for kind information of Worthy Directors.
3. All CEs in UHBVN.
4. FA & CAO/MM, UHBVN Panchkula.
5. LR HPU, Shakti Bhawan Panchkula.
6. All SEs in UHBVN.
7. All XENs in UHBVN.
8. Chief Engineer/MM, UHBVN Panchkula.
9. XEN/TRW, UHBVN Dhulkote.
10. Sr. A.O/Stores & Workshops, UHBVN Dhulkote

This issue with the approval of WTD at NP 18-21 of the file WC-17/A-70 and after legal vetting by the Legal cell.



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Endst. No. Ch- 212 /SE/S&W/WC-17

Dated: 30/5/2017

Copy of the above is forwarded to the following for kind information and necessary action please:-

1. SPS to Worthy MD HVPN Panchkula for kind information of Worthy MD HVPN.
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. Chief Engineer/MM DHBVN Hisar
18. Controller of Store, DHBVN Hisar
19. Company secretary, UHBVN & DHBVN

Mu
SE/Stores & Workshops,
UHBVN Dhulkote