



# उत्तर प्रदेश पावर कार्पोरेशन लिमिटेड

(उत्तर प्रदेश सरकार का उपक्रम)

U P POWER CORPORATION LTD.

(Govt. of Uttar Pradesh Undertaking)

CIN:U32201UP1999SGC024928

संख्या-3364-कार्य/चौदह-पाकालि/2017-32-के/2017,

दिनांक ०४ अगस्त, 2017

स्पीड पोस्ट

प्रबन्ध निदेशक,  
पश्चिमांचल विद्युत वितरण निगम लि०, मेरठ,  
पूर्वांचल विद्युत वितरण निगम लि०, वाराणसी,  
दक्षिणांचल विद्युत वितरण निगम लि०, आगरा,  
मध्यांचल विद्युत वितरण निगम लि०, लखनऊ,  
कानपुर विद्युत सम्पूर्ति कम्पनी, कानपुर

**विषय :** 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 & KVA, Forfeit of EMD. Recovery of liquidated damages and blacklisting of firm Thereof.

महोदय,

कृपया उपरोक्त विषयक उत्तर हरियाणा बिजली वितरण निगम से प्राप्त पत्र संख्या-212/SE/S & W/WC-17/A-70 का सन्दर्भ ग्रहण करें, जिसके द्वारा M/s Janki Transformers Dadri Road, Behind Reliance Petrol Pump, Bhiwani-127021 (Haryana) को उत्तर हरियाणा बिजली वितरण निगम में तीन वर्ष हेतु Black List कर दिया गया है।

उपरोक्त पत्र की छायाप्रति संलग्न कर प्रेषित करते हुये मुझे आपसे यह अनुरोध करने का निदेश हुआ है कि कृपया उक्त प्रकरण को संज्ञान में लेते हुये तदनुसार आवश्यक कार्यवाही करवाने का कष्ट करें।

संलग्नक:-यथोपरि।

भवदीय,

(आर०के० श्रीवास्तव)  
उप सचिव (कार्य)

संख्या-3364-(1)-कार्य/चौदह-पाकालि/2017 तददिनांक

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं अग्रेतर कार्यवाही हेतु प्रेषित:-

1. उप महाप्रबन्धक (लेखा प्रशासन), उ०प्र० पावर कार्पोरेशन लि०, शक्ति भवन, लखनऊ ।
2. निदेशक (पारिषण), उ०प्र० ट्रान्समिशन कार्पोरेशन लि०, शक्ति भवन, लखनऊ ।
3. अधिशासी अभियन्ता (सम्बद्ध), मुख्य अभियन्ता, (कम्प्यूटराइजेशन), कक्ष संख्या-407, उ०प्र० पावर कार्पोरेशन लि०, शक्ति भवन विस्तार, लखनऊ को वेबसाइट-www.uppcl.org पर अपलोड करने हेतु।

संलग्नक:-यथोपरि।

(आर०के० श्रीवास्तव)  
उप सचिव (कार्य)



# 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

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

Dated: 30/5/2017

To

पंजी सं० 2009 कार्य-14 अनुभाग/पाकालि-17  
क्र० सं० 01 दिनांक

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

Regd AD./Email

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 gurrantee, 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

1209/CM/2017  
09/06/17

नि (का. ५)

Sir,

१०५

(डि. के. शुक्ला)  
निजी सचिव  
प्रध्यक्ष, उ० प्र० पा० का० लि०

अ० ए० ए

५  
१३/६/१७  
निदेशक  
उ० प्र० पा० का० लि०

अपसिचन (कार्य)

५० सं० 1320  
१५.६.१७ सं० (कार्य)

श्री वि. ल. ५  
२/१५/१७

Energy Saved is Energy Gained सं० 1268 /अपर सचिव-1/शिविर/2017  
सं० सचिव (सं० प्र०)/कार्य/ज० सं० एवं प्रशि०/  
सं० कार्य/कर्मिनी एवं विनिर्देश/पी० ए० सं०



## 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

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



## UTTAR HARYANA BIJLI VITRAN NIGAM

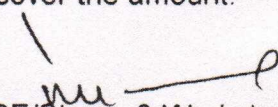
Office of the Superintending Engineer / Stores & Workshop, Dhulkote (Ambala)  
☎ 0171-2542985, Fax No. 0171-2543432, E-Mail ID: [sestoresuhbvndhulkote@gmail.com](mailto:sestoresuhbvndhulkote@gmail.com)

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



# UTTAR HARYANA BIJLI VITRAN NIGAM

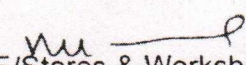
Office of the Superintending Engineer / Stores & Workshop, Dhulkote (Ambala)  
0171-2542985, Fax No. 0171-2543432, E-Mail ID: - sestoressub@dhulkote@gmail.com

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 Elecy. 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

  
SE/Stores & Workshops,  
UHBVN Dhulkote