



## उत्तर प्रदेश पावर कारपोरेशन लिमिटेड

(उत्तर प्रदेश सरकार का उपक्रम)

**U.P. POWER CORPORATION LIMITED**

(Govt. of Uttar Pradesh Undertaking)

CIN:U32201UP1999SGC024928

संख्या-1542-कार्य/चौदह-पाकालि/2022-8(7)-के/2022

दिनांक: 20 जुलाई, 2022

स्पीड पोस्ट

प्रबन्ध निदेशक,  
पूर्वांचल/मध्यांचल/दक्षिणांचल/पश्चिमांचल,  
विद्युत वितरण निगम लि०,  
वाराणसी/लखनऊ/आगरा/मेरठ,  
केसको, कानपुर।

**विषय : M/s Hindustan Power, 346, HSIDC Industrial Area, Saha Ambala को काली सूची में डाले जाने के सम्बन्ध में।**

महोदय,

कृपया उपरोक्त विषयक दक्षिण हरियाणा बिजली वितरण निगम, हिसार के मेमो सं०-Ch-346/COS/T.E.WC-21/Amphs/Vol-I दिनांक 21.06.2022 का सन्दर्भ ग्रहण करें। जिसके द्वारा दक्षिण हरियाणा बिजली वितरण निगम, हिसार ने M/s Hindustan Power, 346, HSIDC Industrial Area, Saha Ambala को काली सूची में डाले जाने के आदेश निर्गत किये हैं।

उपरोक्त पत्र की छायाप्रति प्रेषित करते हुए मुझे आपसे यह अनुरोध करने का निर्देश है कि कृपया उक्त पत्र को संज्ञान में लेते हुए तदनुसार आवश्यक कार्यवाही कराने का कष्ट करें।

**संलग्नक:-यथोपरि।**

भवदीय,

(आर०के० गुप्ता)  
उप सचिव (कार्य)

**संख्या-1542-(1)-कार्य/चौदह-पाकालि/2022 तददिनांक ।**

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं अग्रेतर कार्यवाही हेतु प्रेषित:-

1. प्रबन्ध निदेशक, उ०प्र० पावर ट्रान्समिशन कारपोरेशन लि०/राज्य विद्युत उत्पादन निगम लि०/उ०प्र० जल विद्युत निगम लि०, शक्ति भवन, लखनऊ।
2. Controller of Stores दक्षिण हरियाणा बिजली वितरण निगम, हिसार के मेमो सं०-Ch-346/COS/T.E.WC-21/Amphs/Vol-I दिनांक 21.06.2022 के सन्दर्भ में।
3. उप महाप्रबन्धक (लेखा प्रशासन), उ०प्र० पावर कारपोरेशन लि०, शक्ति भवन, लखनऊ।
4. अधिशासी अभियन्ता (वेब), कक्ष संख्या-407, उ०प्र० पावर कारपोरेशन लि०, शक्ति भवन विस्तार, लखनऊ को वेबसाइट-www.uppcl.org पर अपलोड करने हेतु।

**संलग्नक:-यथोपरि।**

(आर०के० गुप्ता)  
उप सचिव (कार्य)

पत्र सं. 464 कार्य-14/पाकालि/2022  
 क्रम सं. 1 दिनांक 07/07/2022

**DHBVN**  
**DAKSHIN HARYANA BIJLI VITANAN NIGAM**  
**OFFICE OF CONTROLLER OF STORES**  
**VIDYUT SADAN, VIDYUT NAGAR, HISAR-125005**  
 CIN: U99999HR1999SGC034165,  
 Phone-01662-223426 Email: cos@dhbvn.org.in

1000/1111/2022  
 06/07/22

To  
 Regd. post M/s Hindustan Power,  
 346, HSIIDC Industrial Area,  
 Saha Ambala-133104  
 Phone No. 7 2060-21113  
 Email: - sushant.hindustan@gmail.com

सं. 1906 पीएसएनए-1

A.S.-01

Memo No. Ch-346/COS/T.E.WC-21/Amphs/Vol-I  
 Subject: - **Blacklisting on account of excessive damage rate within warranty period of 100 KVA Amorphous Core transformers repaired against contract no. WC-21.**  
 Dated: - 21/06/2022

Your firm was finalized for repairing of 100 KVA amorphous core damaged distribution transformers against tender enquiry no. WC-21 floated by Nigam and finalized by the HPPC (DHBVN) in its meeting held on 06.12.2018.

Accordingly, the letter of intent (LOI) vide memo no. Ch-155/COS/T.E.WC-21/Amphs/Vol-I dated 24.12.2018 was issued to your firm against tender enquiry no. WC-21 for repairing of 100 KVA Amorphous Core damaged distribution transformers for DHBVN against the above said tender enquiry.

Subsequently, on submission of the required Bank Guarantee by your firm, the work order vide memo no. Ch-198/COS/T.E.WC-21/Amphs/Vol-I dated 15.01.2019 was placed upon your firm for repairing of aforementioned ratings distribution transformers as per terms & conditions of ibid tender enquiry no. WC-21 for a period of one year.

Initially, 200 no. 100 KVA transformers were allotted to your firm for repairing against which only 75 no. transformers were repaired by your firm against the ibid work order within a period of one year. The clause no. 8 i.e. 'Warranty' of ibid work order, provides as under:

*"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 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. 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 warranties 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.

**8(B) PENALTY IF THE DAMAGED RATE EXCEEDS THE PERMISSIBLE LIMIT:**  
 Penalty will be calculated on the basis of damage rate of transformers with in warranty period on the completion of the contract. If the damage rate of the transformers repaired by firm exceed the limit as fixed in the contract, following penalty will be imposed:-

देशक (कां प्रो एवं डी. प्रो.)  
 MD, PCC

5.7.22  
 (एमो देखरान अद्यत)

AU MDS

Dir (CP)

06/7/22

(पंकज कुमार प्रबन्ध निदेशक उत्तर प्रदेश पावर कॉन्ट्रोलर)

M 303 MDS/2022

06/07/2022

अनुभाग अधिकारी (कार्य)

विनय भूषण राय

उप सचिव (कार्य)

8/7/22

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.

Further, as per the status supplied by the office of XEN/T&S, DHBVN, Hisar, the damage rate within warranty period of transformers repaired by your firm against above contract was noticed as 34.41% ending 30.04.2021. Accordingly, it was observed that your firm is liable for blacklisting as per above said clause of penalty on excessive damage rate of transformers i.e. being more than 25% within warranty period.

Further in this regard, relevant clause of ibid tender enquiry i.e. clause no. 22.8, 'Procedure for blacklisting of firm' is reproduced as under:

*"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:-*

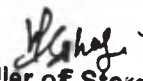
- a) *A notice shall be served by the purchasing department on the supplier by registered post/speed post bringing his defaults to his notice and asking him to complete all pending supplies / or to settle dispute within a period of 15 days from the date of issue of Notice.*
- b) *In case the firm fails 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."*

Accordingly, the above case was considered by the competent authority of DHBVN in its meeting held on 28.06.2021, wherein it was decided that a 15 days notice of blacklisting may be issued to the firm. In case the firm fails to comply with ibid notice, a second notice of 21 days may be issued to the firm for blacklisting on account of excessive damage rate of transformers, repaired by the firm against contract no. WC-21.

Keeping in view of the above, a notice of 15 days vide memo no. Ch-314/COS/TE WC-21/Amphs/Vol-I dated 29.06.2021 was served upon your firm to submit your reply as to why your firm should not be blacklisted for excessive damage rate of the transformers within warranty period as per provisions of contract no. WC-21. As no reply was received from your firm in response of ibid notice; again a final show cause notice of 21 days regarding blacklisting was served upon your firm vide memo no. Ch-316/COS/TE WC-21/Amphs/Vol-I dated 16.07.2021. It was also intimated to your firm vide ibid notices that in case nothing is heard from your end within stipulated timeline, it shall be presumed that you have nothing to say in your defence and further necessary action for blacklisting of your firm shall be initiated without any further intimation. However, your firm did not respond at all to any of the above said two no. notices. As such, it is ample clear that your firm had nothing to say in the matter.

Now, the above case has been considered by the BODs of DHBVN in its meeting held on 19.05.2022 vide Agenda item no. 193.44, wherein it has been decided to blacklist your firm for a period of 3 years. Accordingly, your firm titled with the name, 'M/s Hindustan Power, 346, HSIIDC Industrial Area, Saha Ambala-133104' is hereby blacklisted for a period of 3 years from the date of issuance of this communication.

This is however without prejudice to other terms & conditions of contract no. WC-21.

  
Controller of Stores  
DHBVN, Hisar

CC:-

1. SPS to Managing Director, DHBVN, Hisar for kind information of the Managing Director, please.
2. SPS to Managing Director, UHBVN Panchkula for kind information of the Managing Director, please.
3. SPS to Managing Director, Haryana Vidyut Prasaran Nigam Ltd., Shakti Bhawan, Sector-6, Panchkula-134109.
4. The Managing Director, Haryana Power Generation Corporation Ltd., Shakti Bhawan, Sector-6, Panchkula-134109.
5. SPS to Director/Projects, DHBVN, Hisar for kind information of Director/Projects, please.
6. SPS to Director/Operations, DHBVN, Hisar for kind information of Director/Operations, please.
7. SPS to Director/Finance, DHBVN, Hisar for kind information of Director/Finance, please.
8. SPS to Director/Projects, UHBVN, Panchkula for kind information of Director/Projects, UHBVN, Panchkula.
9. SPS to Director/Operation, UHBVN, Panchkula for kind information of Director/Operation, UHBVN, Panchkula.
10. The Chairman & Managing Director of Punjab State Power Corporation Limited, the Mall, Patiala-147001.
11. The Chairman & Managing Director of Punjab State Transmission Corporation Limited, the Mall, Patiala-147001.
12. The Secretary, Himanchal Pradesh State Electricity Board, Vidyut Bhawan, Shimla-171002.
13. The Managing Director, Uttranchal Power Corporation Limited, Dehradun (Uttranchal).
14. The Chairman, Tata Power Delhi Distribution Limited, Tata Power DDL House, Hudson Lines, Kingsway Camp., New Delhi-110009.
15. The Chairman-cum-Managing Director, Delhi Transco Ltd., Shakti Sadan, Kotla Road, New Delhi-110002.
16. The Managing Director, Jodhpur Vidyut Vitran Nigam Ltd., New Power House, Industrial Area, Jodhpur (Rajasthan).
17. The Chairman & Managing Director, Jaipur Vidyut Vitran Nigam Ltd., Vidyut Bhawan, Janpath, Jaipur-302005 (Rajasthan).
18. The Chairman, U.P. Power Corporation Limited, Shakti Bhawan, 14, Ashok Marg, Lucknow-226001.
19. The Chairman & Managing Director, Rajasthan Rajya Vidyut Prasaran Nigam Limited, Vidyut Bhawan, Janpath, Jaipur (Rajasthan)-302005.
20. The Secretary Rajasthan Rajya Haryana Vidyut Prasaran Nigam Ltd., Vidyut Bhawan, Jyoti Nagar, RC Dave Marg, Jaipur - 302005.
21. The Chairman, Ajmer Vidyut Vitran Nigam Limited, Hathi Bhata, Jaipur Road Ajmer.
22. The Chairman & Managing Director, Rajasthan Rajya Vidyut Utpadan Nigam Limited, Vidyut Bhawan, Janpath, Jaipur (Rajasthan) - 302005.
23. The Chairman, Madhya Pradesh State Electricity Board, PO Box No. 34 Rampur, Jabalpur-432008.
24. The Chairman, West Bengal State Electricity Board, Bidhan Nagar, Kolkata.
25. The Chairman, J & K State Electricity Board, Jammu.
26. Managing Director, West Bengal State Electricity Distribution Company Ltd., Block DJ, 5<sup>th</sup> Floor, Vidyut Bhawan, Salt, Lake City Sector-2, Kolkata-700091.
27. Managing Director, Mangalore Electricity Supply Co. Ltd., (MESCOM), Paradigm Plaza, AB Shetty Circle, Pandeshwara, Mangalore-575001.
28. Managing Director, Hubli Electricity Supply Co. Ltd., (HESCOM), Nava Nagar Post, Corporate Office, Hubli-580025 (Karnataka).

29. Managing Director, Gulbaraga Electricity Supply Co. Ltd., (GESCOM), Gulbarga Main Road, Kulbaraga-585102 (Karnataka).
30. Managing Director, Chamundeshwari Electricity Supply Co. Ltd., (GESCOM), No. 92, L J Avenue Commercial Complex, New Kantaraj Urs Road, Sarawatipuram, Musore-570009, Karnataka.
31. Managing Director, Hukeri Rural Electric Co Operative Society Ltd., Hukeri Dist., Belgaum, Karnataka.
32. Chairman and Managing Director, Southern Power Distribution Company of Telangana Ltd., Corporate Office 3, 6-1-50, Mint Compound, Hyderabad-560063.
33. Chairman and Managing Director, APEPDCL, Corporate Office, P & T Colony, Seethammadhara, Vishakapatnam-530013 (AP).
34. Chairman and Managing Director, Northern Power Distribution Co, of AP Ltd., H. No-1 1-503, Op: NIT Petrol Pump, Chaitanyapuri Colony, Hanamkonda, Warrangal-506004 (A.P.).
35. Chairman and Managing Director, Southern Power Distribution Co, of AP Ltd., behind sreenivasa Kalyanamantapam, Tirichannur Road, Tiripathi-517101, Chittoor District, AP.
36. Managing Director, Anakapally Rural Electric Co-Operative Society Ltd., No E-1539, Kasimkota, Dist., Visakapatnam, AP.
37. Managing Director, Cheepurepalli Rual Electric Co-Operative Society Ltd., No. VR-300 Cheepurapalli, Dist. Vizianagaram, AP.
38. Managing Director, Co-Operative Electric Supply Society Ltd., Kuppam Dist., Chottor, AP.
39. Managing Director, Co-Operative Electric Supply Society Ltd., Sircilla Dist., Karimnagar, AP.
40. Chairman Assam Power Distribution Company Ltd., 4<sup>th</sup> Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-781001, Assam-India.
41. The Secretary, Bihar State Electricity Board, Vidyut Bhawan, Balley Road, Patna 800021.
42. Managing Director, North Bihar Power Distribution Co. Ltd., Vidyut Bhawan, Railway Road, Patna-800021 (Bihar).
43. Chairman, Chattisgarh State Power Distribution Company Ltd., Dangania, PO Sunder Nagar, Raipur-492013.
44. Managing Director, Dakshin Gujrath Vij Co. Ltd., Nana Varcha Road, Near Kopadara Char Rasta, Surat-395006 (Gujrath).
45. Managing Director, Paschim Gujrath Vij Co. Ltd., Nana Mava Main Road, Laxmi Nagar, Rajkot.
46. Managing Director, Madhaya Gujrath Vij Co. Ltd., Sardar Patel Vidyut Bhawan, Racecourse Road, Vadodara-390007 (Gujrath).
47. Chairman, Uttar Gujrath Vij Co. Ltd., Visragar Road, Mehsana-284001.
48. Director (Tech.) Jharkhand Bijlee Vitaran Nigam Ltd., Engineering Bldg. HEC, PC Dhurwa, Ranchi Jharkhand-334004.
49. The Chairman & Managing Director, (EZ) N.O. Porva Kshethra Vidyut Vitaran Company Ltd., Shakti Bhawan, Vidyut Bhawan, Jabalpur (M.P.).
50. The Chairman & Managing Director, (CZ) Madhaya Kshethra Vidyut Vitaran Company Ltd., Govindpura, MPSEB Complex, Bhopal-462023 (M.P.).
51. Chairman & Managing Director, MP Paschim Kshethra Vidyut Vitaran Company Ltd., GPH Compound, Pologround, Indore (MP).
52. Managing Director Maharashtra State Electricity Distribution Co. Ltd., 6F, Prakshgadh Plot No-G-9, Bandra E, Mumbai-400051, Maharashtra.
53. Managing Director, Ajmer Vidyut Vitaran Nigam Ltd., Old Power House, Jaipur Road, Ajmer (Rajasthan).
54. Chairman & Managing Director, Tamilnadu Generation & Distribution Corporation 300, Electricity Avenue Anna Salai, Chennai-600002 (Tamil Nadu).
55. Managing Director, Purvanchal Vidyut Vitaran Nigam Ltd., Vidyut Nagar, PO DLW, Hydell Colony, Bhikaripur, Varanasi-221004 (UP).
56. Managing Director, Mazdhyanchal Vidyut Vitaran Nigam Ltd., 4-A, Gokhle Marg, Lucknow-226001 (UP).
57. Managing Director, Pashehimachal Vidyut Nigam Ltd., Victoria Park, Meerut-256001.
58. Managing Director, DVVNL, 220 KV Gss, Agra Mathura Bye Pass, Sikandra, Agra-282007.
59. Chairman, West Bengal State Electricity Distribution Co. Ltd., Vidyut Bhawan, DJ Block Sector-2, Salt Lake City, Bidhan Nagar, Kolkata-700091.
60. The Secretary Orissa State Electricity Board, Bhubaneswar.
61. The Chairman-cum-Managing Director, Andhra Pradesh Power Generation Corporation Ltd., Vidyut Soudha, Hyderabad-5000802.
62. The Managing Director, Chhattisgarh State Power Holding Co. Ltd., Vidyut Sewa Bhawan, Dangania, Raipur.

63. The Managing Director, Chhattisgarh State Power Distribution Co. Ltd., Vidyut Sewa Bhawan Dangania, Raipur.
64. The Managing Director, Chhattisgarh State Power Generation Co. Ltd., Vidyut Sewa Bhawan Dangania, Raipur.
65. **The Managing Director, Chhattisgarh State Power Transmission Co. Ltd., Vidyut Sewa Bhawan, Dangania, Raipur.**
66. The Managing Director, Chhattisgarh State Power Trading Co. Ltd. Vidyut Sewa Bhawan Dangania, Raipur.
67. The Executive Director (S&P), C.S.P.D.C.L., Raipur.
68. The Secretary, Bihar State Electricity Board, Vidyut Bhawan, Bailey Road, Patna-800021.
69. The Secretary, Gujrat Ujra Vikas Nigam, Sardar Patel Vidyut Bhawan, Race Course Vadodara-390007.
70. The Secretary, Haryana Vidyut Prasaran Nigam Ltd., / M.D. Haryana Power Generation Corporation Ltd., Shakti Bhawan, Sector-6, Panchkula (Haryana)-134109.
71. The Secretary, Karnatka Fower Transmission Corporation Ltd., Corporate Office, Kal Bhawan, Bangalore-56009.
72. The Secretary, Meghalya State Electricity Board, Lum Jinsgshal, Round Road, Shillong 793001.
73. The Secretary, Kerla State Electricity Board, Vaidhyuthi Bhawan, Pattom, Thiruvananthapuram-695001.
74. The Secretary, Grid Corporation of Orissa Ltd., Janpath, Bhubneshwar (Orissa) - 751022.
75. The Secretary, Rajasthan Rajya Vidyut Prasaran Nigan Ltd., Vidyut Bhawan, Jyoti Nagar R.C. Dave Marg, Jaipur-302005.
76. The Secretary, Tamil Nadu Electricity Board, 9<sup>th</sup> Floor, N.P. K. P. R. Malligal, 800, Anna Salai Chennai-600002.
77. The Chairman-cum-Managing Director, Uttar Pradesh Power Corporation, Shakti Bhawan, 14 Ashok Marg, Lucknow (UP)-226001.
78. The Secretary, West Bengal State Electricity Board, Vidyut Bhawan, 7<sup>th</sup> Floor, Bidhdannagar Kolkata (WB)-700091.
79. The Chief Engineer (MM) Central Purchase Organisation, Punjab State Electricity Board, the Mall, Patiala-147001.
80. The Chief Engineer (MM) Vidyut Sadan, Dakshin Haryana Bijli Vitran Nigam Ltd., Hisar 125005.
81. Ahmadabad Electricity Company Ltd., Ahmadabad-380001.
82. The Chief Engineer Transmission, Vidyut Soudha, Transmission Corporation of Andhra Pradesh Ltd., Hyderabad-500082.
83. The Chief Engineer (S&P), Engg. Building H.E.C. Dhurwa, Jharkhand State Electricity Board Ranchi-834004.
84. The Chief Engineer (A&F), BSES Bhawan, Nehru Place, BSES Rajdhani Power Ltd., New Delhi-110019.
85. North Delhi Power Ltd., Grid Sub Station Building, Hudson Lines, Kings Way Camp Delhi-110009.
86. The General Manager, P&MM, APNPDDI, H. no- 1-1-478 & 503, Opp. REC Petrol Pump Chaitanyanpuri, Hanamkonda Warrangal-506004.
87. The Chief General Manager. P&MM & Operation. APCPDDI, H. No-11-04-660. 3<sup>rd</sup> Floor Singarani Bhawan, Adjecent to Hanuman Temple, Khairatabad, Hyderabad-500004.
88. The Chief Engineer Manager, Operation & Material, APEPDCL, H. No-30- 14-9, Near Saraswathi Park, Daba Gardens, Visakhapatnam-530020.
89. The Superintending Engineer, MIAO Electrical Circle, Department of Power, MIAO, Arunachal Pradesh.
90. All CEs in UHBVN/DHBVN/HVPN/HPGCL.
91. LR, HPU, Shakti Bhawan, Panchkula for information please.
92. All SEs (OP)/SE/Const., in UHBVN/DHBVN.
93. SE/IT DHBVN, Hisar for uploading the order on Nigam's website.
94. FA&CAO/MM in UHBVN/DHBVN/HVPN/HPGCL.
95. Chief Auditor, UHBVN/DHBVN.
96. SE/S&W, UHBVN, Dhulkote.
97. The XEN/TRW, DHBVN/UHBVN.
98. All XENs Central Store, UHBVN/DHBVN.
99. **Company Secretary, UHBVN/DHBVN/HVPN/HPGCL.**
100. **Supdt./Purchase, DHBVN, UHBVN, Hisar/Panchkula**