

## **BIDDING DOCUMENT**

(BID NO: 03/SE/CBO/2020)

#### **FOR**

ENGAGEMENT OF WELL EXPERIENCED 15 NO. FULL TIME CHARTERED ACCOUNTANTS TO ASSIST IN REVENUE AUDIT & EXECUTE COMMERCIAL FINANCIAL ENTRIES MATTERS UNDER SE/COMMERCIAL BACK OFFICE IN DATA CENTER VIDYUT SADAN HISAR FOR THREE YEARS AND FURTHER EXTANDABLE 2 YEARS WITH MUTUAL CONSENT.

# TENDER ENQUIRY FLOATED BY: 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 Superintending Engineer, CBO, Vidyut Nagar, Hisar-1250005 (Haryana)

E-mail: secbo@dhbvn.org.in

	NIT					
Sr. No.	Name of Depart – ment	Name of Work/ Notice/Tender with NIT no.	111210	Amount (Approx)	Website of the Department	Nodal officer/ Contact detail/ email
1.	DHBVN	Engagement of Chartered Accountants to assist in revenue audit & execute commercial financial entries matters at Data Centre, DHBVN, Hisar. NIT No. 03/SE/CBO/2020 Dated 08.05.2020.	at 15:00 Hrs 01.06.2020 at 16.00	Crore	www.dhbvn.org.in	SE/CBO, DHBVN Hisar Mob:-8059900357 Email:- secbo@dhbvn.org.in
	For fu	rther information kindly vi	sit www.harya	anaeprocur	ement.gov.in or ww	w.etenders.hrv.nic.in

SE/CBO For CTO, DHBVN, Hisar

For Publication only

## **INDEX**

SECTION	DESCRIPTION	PAGE NO
l.	INVITATION FOR BID	04-11
II.	INSTRUCTIONS TO BIDDERS	12-21
III.	TERMS AND CONDITIONS OF THE CONTRACT	22-28
IV.	SCOPE OF WORK	29-32
V.	PARTICULARS OF THE BIDDER	33-35
VI.	PRICE SCHEDULE	36-37
VII.	ANNEXURES	38-44

# **SECTION-I**

# INVITATION FOR BID (IFB)

#### **DAKSHIN HARYANA BIJLI VITRAN NIGAM**

#### **NOTICE INVITING TENDER**

(Only through e-procurement)

#### **SCHEDULE OF TENDER (SOT)**

E-Tenders are invited from reputed and experienced Chartered Accountants Firms to provide 15 No. Chartered Accountants to assist the Accounts Officer on Revenue Audit & execute commercial financial entries in SE/Commercial Back office in Data Center, Vidyut Nagar DHBVN Hisar as per the following details:

Sr. No	Particulars	Detail
1.	NOTICE INVITING TENDER (NIT) NO.	03/SE/CBO/HSR/2020 Dated 08.05.2020
2.	E-tender no.	2020_HBC_128012_1
3.	MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid Through <a href="http://etenders.hry.nic.in">http://etenders.hry.nic.in</a>
4.	Tender Enquiry No. under NIT No.	
5.	Date of NIT available to parties to download	08.05.2020
6.	i) Earnest Money Deposit ii) Tender Fees (Non-refundable) iii) E-Service Fee (Non-refundable)	Rs. 200000/- Rs. 5900/- (i.e. 5000/-+18%GST) Rs. 1180 (i.e. Rs.1000/- +18% GST)

Offers are invited in two parts (Part-I, Technical & Commercial & Part-II, Price Bid) through Open Tender, as per details given below. The rate contract shall be valid for three year from the date of award of contract and can be extended further for two more years with mutual consent.

#### SCHEDULE OF RESOUCES REQUIRED: -

T.E. NO.	Profile Of Resources	Nos.
	Qualified Chartered Accountants	15

**NOTE:** Initially the successful bidder will provide 10 nos. resources (CAs). The balance 5 nos. resources (CAs) will deputed by the successful bidder as per requirement submitted by the Nigam within 15 days.

1) Only those tenders will be considered who fulfill the eligibility & Qualification criteria mentioned in the tender documents.

 Only those tender shall be considered who deposit the earnest money and tender cost & E-Service Fee by due date 01.06.2020 upto 16:00 Hrs i.e before closing of bid submission 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 bidder on Electronic Tendering System are mentioned in the Tender document (Section –I&II).
- 4) For any clarification regarding bid preparation and bid submission, please contact: O/o. DS&D Haryana, SCO 09, IInd Floor, Sector 16, Panchkula 134108 E -mail: support-eprooc@nic.in
- 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	08.05.2020	01.06.2020 at (16:00 Hrs)
		Pre-bid meeting (If applicable)	NA	
2	Manual submission	on of technical documents	-	04.06.2020 at 15:00 Hours
3	Technical Opening (Part-I)	-	03.06.2020 at 15:00 Hours	
4	Short-listing of Technical bids & Opening of Financial Bid		Will be intimated through E-mail	to the firms

Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined

based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

Superintending Engineer/CBO DHBVN, Hisar

For Uploading on website only

#### 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. http://etenders.hry.nic.in. The bidders are also required to have/obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities for submission and processing of the bids. Please visit the website for more details.
- **2.** Download of Tender Documents:
  - The bidders can view and download 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 http://etenders.hry.nic.in.
- **3.** Pre-requisites for online bidding:
  - In order to bid online on the portal http://etenders.hry.nic.in, the user machine must be updated with the latest Java. The link for downloading latest java applet and "DC setup" Utility is available on the Home page under the tab 'Download' of the etendering Portal.
- **4.** Key Dates:
  - The bidders are strictly advised to follow date and time as indicated in the online Notice Inviting Tenders (NIT). 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 (NIT).
- **5.** Bid Preparation (Technical & Financial), Payment of Tender Document Fee, EMD fees and Submission of Bid Seal (Hash) of online Bids:
- **5.1** The Following are to be made by the bidder through NIC portal:
  - a) Tender document fee of Rs. 5,900/- (Rs. 5,000/- + 18% GST) through Debit Cards & Internet Banking Accounts.
  - **b)** Earnest Money Deposit (EMD) Rs. 2,00,000 /- shall be submitted through online payment mode via through Debit Cards & Internet Banking Accounts and through RTGS / NEFT.
  - c) E-service fees Rs. 1,180 /- (Rs. 1,000/- + 18% GST) (shall be submitted through online payment mode via through Debit Cards & Internet Banking Accounts.
- **5.2** The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, validity and all other terms and conditions except the rates (price bid). The bidder ensures that uploaded documents must be properly numbered and indexed.
  - The bidders shall quote the prices in price bid format in a specified template.
- **5.3** 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:-

- **1.** If bidder fails to complete the Online Bid Preparation & Submission stage by the stipulated date and time, his/her bid will not be considered.
- 2. Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal http://etenders.hry.nic.in.
- 3. For help manual please refer to the 'Home Page' of the e-Procurement website at http://etenders.hry.nic.in, and click on the available link 'System Requirement" to download the file. Help manual is available on 'Home Page' of the http://etenders.hry.nic.in.

#### Guidelines for Online Payments in e-tendering

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department's page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

- a. Debit Card
- b. Net Banking
- c. RTGS/NEFT

#### Operative Procedures for Bidder Payments

#### A) Debit Card

The procedure for paying through Debit Card will be as follows.

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal
- (viii) The status of the payment is displayed as "successful" in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
- (ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

#### B) Net banking

The procedure for paying through Net banking will be as follows.

- i. Bidder selects Net banking option in e-Procurement portal.
- ii. The e-Procurement portal displays the amount to be paid by bidder.
- iii. Bidder clicks on "Continue" button

- iv. The e-Procurement portal takes the bidder to Net banking payment gateway screen displaying list of Banks
- v. Bidder chooses his / her Bank
- vi. The Netbanking gateway redirects Bidder to the Netbanking page of the selected Bank
- vii. Bidder enters his account credentials and confirms payment
- viii. The Bank verifies the credentials and confirms with "successful" or "failure" message to the Netbanking gateway which is confirmed back to e-Procurement portal.
- ix. The page is automatically routed back to e-Procurement portal
- x. The status of the payment is displayed as "successful" in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
- xi. The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

#### C) RTGS/ NEFT

- i. The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.
- ii. Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
- iii. Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
- iv. Each challan shall therefore include the following details that will be pre-populated:
- v. Beneficiary account no: (unique alphanumeric code for e-tendering)
- vi. Beneficiary IFSC Code:
- vii. Amount:
- viii. Beneficiary bank branch:
- ix. Beneficiary name:
- x. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
- xi. The bidder would remit the funds at least one day in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
- xii. Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

#### List of Net banking banks

- 1. Allahabad Bank
- 2. Axis Bank
- 3. Bank of Bahrain and Kuwait
- 4. Bank of Baroda
- 5. Bank of India
- 6. Bank of Maharashtra
- 7. Canara Bank
- 8. City Union Bank
- 9. Central Bank of India
- 10. Catholic Syrian Bank
- 11. Corporation Bank
- 12. Deutsche Bank
- 13. Development Credit Bank
- 14. Dhanlaxmi Bank
- 15. Federal Bank
- 16. HDFC Bank
- 17. ICICI Bank
- 18. IDBI Bank
- 19. Indian Bank
- 20. Indian Overseas Bank
- 21. Insdusind Bank
- 22. ING Vysya Bank
- 23. J and K Bank
- 24. Karnataka Bank
- 25. Kotak Mahindra Bank
- 26. Karur Vysys Bank
- 27. Punjab National Bank
- 28. Oriental Bank of Commerce
- 29. South Indian Bank
- 30. Standard Chartered Bank
- 31. State Bank Of Bikaner and Jaipur
- 32. State Bank of Hyderabad
- 33. State Bank of India
- 34. State Bank of Mysore
- 35. State Bank of Travencore
- 36. State Bank Of Patiala
- 37. Tamilnad Mercantile Bank
- 38. Union Bank of India
- 39. United Bank of India

## **SECTION-II**

# INSTRUCTIONS TO BIDDERS (ITB)

## **INSTRUCTIONS TO BIDDERS**

## **CONTENTS**

SR.	DESCRIPTION	PAGE NO.
NO.	DESCRIPTION	NO.
1.	SCOPE OF BID	14-15
2.	QUALIFICATION OF THE BIDDER	15-16
3.	CLARIFICATION ON BID DOCUMENTS	16
4.	AMENDMENTS TO BID DOCUMENT	17
5.	DEVIATION FROM BID DOCUMENTS	17
6.	FILLING OF BIDS	17
7.	DOCUMENTS COMPARISING THE BID	18
8.	SUBMISSION OF THE BIDS	18
9.	BID VALIDITY	19
10.	EARNEST MONEY	19
11.	COST OF SPECIFICATION	19
12.	LATE BIDS	20
13.	BID OPENING AND EVALUATION	20
14.	REJECTION OF BID	20
15.	CLARIFICATION OR MODIFICATION OF BIDS	20
16.	AWARD CRITERIA	20
17.	NOTIFICATION OF AWARD	20
18.	GENERAL	21

### **INSTRUCTIONS TO BIDDERS**

#### 1. SCOPE OF BID

Dakshin Haryana Bijli Vitran Nigam (DHBVN) is the holder of the distribution and retail supply business license in the Southern part of State of Haryana. DHBVN came into existence on 01.07.1999 pursuant to the power sector reform and restructuring undertaken in the State under which the erstwhile HSEB was unbundled and the power generation, transmission and distribution businesses were segregated.

DHBVN intends to engage Qualified & well experienced Chartered Accountants through well established, reputed and experienced Chartered Accountant firm to provide assistance to DHBVN in Revenue audit & execute commercial financial entries at Commercial Back Office.

The job shall be carried out at the corporate offices of DHBVN at Vidyut Sadan, Vidyut Nagar, Hisar. Firms shall depute experienced Chartered Accountants to assist and lead in Revenue audit & execute commercial financial entries at one locations i.e. corporate office of DHBVN, Hisar. Adequate office space shall be provided to the resources to carry out their duties in the office. The full time salaried basis Chartered Accountants shall work Six days in a week & leave their head quarter on weekends/holidays with prior permission of Nigam authority. The Holidays rules shall be applicable as per the Nigam calendar except Saturday will remain working day. The work place shall not be limited up to Hisar corporate office of DHBVN. In case of any special drive or exigencies occurred, it can be further expend to circles, divisions and sub division's levels. The DHBVN head office will provide conveyance, transport, boarding & loading etc to the resources during such activities.

The team shall work in the interest of the Nigam to mitigate the pendency of the consumers' complaints of commercial nature. They would also support DHBVN Division/Sub Division offices in commercial tasks compliance and execution as per DHBVN standard practices.

The allied instructions may change or new instructions may be issued during the contractual period. The Chartered Accountants shall have to carry out the work as per instructions as applicable from time to time and nothing extra shall be payable for the same, even if the Chartered Accountants have to devote extra time for checking of compliance of the revised/newly introduced instructions. Detailed instructions have been explained under Section-IV "Scope of Work".

The desired resources requirements are:

Sr. No.	Profile Of Resources	Nos
Α	Qualified Chartered Accountant	15

**NOTE:** Initially the successful bidder will provide 10 nos. resources (CAs). The balance 5 nos. resources (CAs) will deputed by the successful bidder as per requirement submitted by the Nigam within 15 days.

The broad requisite qualifications of the resources may as under:

Chartered Accountant (CA)	
Qualification:-	
Qualified Chartered Accountants having membership no. From ICAI	
Experience :-	
Minimum 3 Years' experience with Govt/PSU/ Private/ Public Ltd	

Minimum 3 Years' experience with Govt/PSU/ Private/ Public Ltd companies of commercial nature works OR at least 1 year experience in Revenue Audit with DISCOM/Utilities/Distribution Franchises.

#### 2. Qualification Of Bidder

**ELIGIBILITY CRITERIA:-** This section covers the minimum requirement with respect to experience, capability and other particulars of the Bidder to be considered eligible for participation in the bid for the proposed work. The BIDDER shall become eligible to bid on satisfying the following "BID QUALIFICATION REQUIREMENTS" and on production of the required documentary evidences along with the Tender.

#### A) General Eligibility Criteria for bidders shall be as under:

S. No.	Eligibility criteria	Supporting documents required
1	The bidding is open to Firm registered in India under ICAI and is fulfilling eligibility criteria.	Copy of Registration with ICAI. Power of Attorney on stamp papers in favour of any Director/authorized member signed by all members to be authorized to sign the bid documents The CA firm must have 5 years of audit experience.
2.	The bidder must be registered with Tax Department.	Self-Attested copy of the GST number issued by Government of India.
3.	The Bidder submitted the BID independently and joint venture/Collaboration will not be accepted.	All eligible criteria should be fulfill by the firm on individual capacity.
5.	No deviations from terms and conditions of Bid document.	Performa for 'no deviations' document duly filled and signed by the bidder is to be provided to the Employer.
6.	Undertaking for mandatory compliance of all statutory liabilities and other terms and conditions as specified in the document.	Affidavit to be furnished on non-judicial stamp paper, of appropriate value, duly notarized.

#### B) Technical & Financial Eligibility criteria for bidders shall be under:

S. No.	Eligibility criteria	Supporting documents required
i.	The Average Annual Turnover of the Bidder should be at least Rs. 10000000/- (Rs. One Crore) during the last 3 financial year ending 31-03-2019.	Submit financial statements of Accounts and Annual Reports duty audited.
ii.		Performance Certificate of successfully work completion.
iii.	Only those firms who have not been blacklisted by DHBVN/UHBVN or any other State/Central Govt. Power Utility in India on the date of issuance of NIT shall be entitled to submit the tenders.	affidavit of non-blacklisting on the non-judicial stamp paper of
iv.	Complete requirement of the NIT to be quoted. Any partially offer of the quantity of NIT shall be rejected and its price bid shall not be opened.	

Only those companies/ firms that meet the above requirements shall be eligible to participate in this tender. The price bids of only the qualifying firms as per the evaluation criteria shall be opened in presence of the qualifying bidders (who will be informed regarding the place and opening of financial bids), who wish to be present.

#### 3. CLARIFICATION ON BID DOCUMENTS:

The prospective Agency may obtain any clarification regarding the bid document in writing or through e-mail at least seven days before opening of bid, from: -

SE/CBO
DAKSHIN HARYANA BIJLI VITRAN NIGAM
DATA CENTRE VIDYUT NAGAR
HISAR -125005
E-mail:-xen1cbo@dhbvn.org.in

Mobile No.:- Xen/CBO - 7419701109 AO/CBO - 8607121515 However, Charted Accountant firm is advised in its own interest to examine the bid documents, instructions, forms, terms & general information before submission of bid. Failure to provide information, which is essential to evaluate the bid or to provide the timely clarification or substantiation of the information supplied or submission of bid not substantially responsive to the bid document may result in disqualification.

#### 4. AMENDMENTS TO BID DOCUMENT:

At any time prior to the date for submission of bid as well as upto opening of bids, DHBVN may for any reason, whether of its own or by way of clarification given at the request of prospective bidder, modify the bid document by issue of amendment (s) which shall form part of it. Extension in the due date, if considered necessary, may be made by the DHBVN.

#### 5. DEVIATION FROM BID DOCUMENTS:

The bid offer must include a separate statement indicating all deviation from the bid documents as per format enclosed at Annexure-'A'. All such deviations shall be clearly mentioned in deviation sheet. Unless the deviations from the bid documents are specifically mentioned, it will be understood and agreed that the proposal is in strict conformity to DHBVN's specifications in all respect and it will be assumed that all terms & conditions are acceptable to the bidder. These deviations may or may not be accepted by DHBVN and in case the deviations as proposed by the bidder are not accepted by DHBVN the bidder will have the option either to withdraw the deviation or to withdraw the offer. In case the deviation proposed are not accepted by DHBVN and the same are not withdrawn by the bidder, the bidder shall be consider as 'not qualified' for the bid and his price bid shall not be opened.

#### 6. FILLING OF BIDS:

- a.) Bid shall be submitted in the forms attached here to and all blanks in Section-V, VI and the Annexures of the specification shall be duly filled in. The complete Form & Annexures shall be considered as part of contract documents in the case of successful bid.
- b.) No alteration should be made to Form of the tender specification and Annexure. The bid must comply entirely with the specification and alternative proposals, if any, shall be clearly stated in the covering letter.
- c.) The bid and all accompanying documents shall be in Hindi/English language and shall be signed by a responsible and authorized person. The name designation and authority of signatory shall be stated in the bid.
- d.) All additions, alterations and over writings in the bid must be clearly initialled by the signatory to the bid with stamp.
- e.) The bidder should quote the prices strictly in the manner as indicated

herein, failing which the bid is liable for rejection. The rate/prices shall be in words as well as in figures. This must not contain any additions, alternation, overwriting, cuttings over corrections and any other marking, which leave any room for doubt. In case any doubt, the prices/ rates favourable to DHBVN shall be considered.

f.) The contract awarding authority will not be responsible to accept any cost involved in the preparation and submission of the bids.

#### 7. DOCUMENTS COMPRISING THE BID:

- **7.1** The bidder shall submit the following document/information with the bid:
  - i. Covering letter i.e. Annexure-B
  - **ii.** Power of Attorney in favour of person signing the tender documents.
- iii. Documents required for eligibility criteria.
- iv. Statement of deviations from the bid documents as per Annexure-'A'.
- v. Details in format given in **Section-V**.
- vi. Earnest Money of Rs. 2,00,000/-.
- vii. Price schedule in Section-VI.
- **viii.** Other details as called for in the bid documents or which the bidder may like to highlight.

#### 7.2 FORMATS AND SIGNING OF BID:

The bidder shall submit one set of his bid, complete in all respect with enclosures. The bid shall be signed on each page (including where entries or amendments have been made) by the authorized signatory and shall be stamped with seal of company/firm.

#### 8. SUBMISSION OF THE BIDS:

8.1 The interested bidder may send their proposal through online on or before 01.06.2020 up to 16:00 hours to:

SE/CBO, DAKSHIN HARYANA BIJLI VITRAN NIGAM, DATA CENTER, VIDYUT NAGAR, HISAR –125005.

- **8.2** The bid shall be submitted in the following manner:
- a. The earnest money shall be deposited online by the CA firms through Debit card or RTGS/NEFT on Net banking.
- b. The Qualification against BID shall be taken as per e-tender online BID AGAINST

BID NO: 03/SE/CBO/2020. This is shall be as per (Section-V) and its enclosures, Documents proving eligible criteria and all other documents (excepting EMD online).

**8.3** Telegraphic quotations and also through Fax/ email will not be accepted.

#### 9. BID VALIDITY:

Bid shall remain valid as per e-tender system for acceptance for a period of 180 (One hundred eighty) days from the date of opening of Bid. DHBVN may request for suitable extension, if required.

#### 10. EARNEST MONEY:

- a. Tenderer shall submit an amount of Rs.2,00,000- (Two Lacs only) as Earnest Money through e-tender system online against BID NO: 03/SE/CBO/2020-21. No other mode of deposit shall be accepted.
- b. Any tender not accompanied the earnest money detail shall be rejected and the tender will not be opened.
- c. In case of unsuccessful tenderers, the Earnest Money will be refundable through online as per e-tender system after finalization of the tender. In case of successful tenderers, the Earnest Money will be converted into the Security Deposit as referred in the Clause-3 of Section-III.
- d. Request for adjustments/ proposals for acceptance of Earnest Money deposits, if any, already lying with DHBVN in connection with some other tenders/orders shall not be entertained.
- e. No interest shall be payable on the amount of Earnest Money deposited with DHBVN.
- f. DHBVN reserves the right to forfeit Earnest Money Deposit in full or a part thereof in circumstances, which according to him indicate that the tenderer is not earnest in accepting/executing order placed under the specification.

#### 11. COST OF SPECIFICATION:

Purchase of specification is essential for participation. The specification containing terms & conditions and other information are available on the official website i.e. <a href="https://www.dhbvn.com">www.dhbvn.com</a> and can be downloaded from there. The cost of Tender documents has been fixed Rs.5900/- +1800 e-service fees (Non-refundable).

#### 12. LATE BIDS:

Any bid received after the dead line for submission shall be liable for rejection.

#### 13. BID OPENING AND EVALUATION:

DHBVN will open the bids in the office of SE/CBO, DHBVN, Data Center, Vidyut Nagar, Hisar as per e-tender system.

**Evaluation:**-The bidder is bound to quote 15 number of Chartered Accountant and the bid shall be evaluated accordingly.

#### 14. REJECTION OF BID:

DHBVN reserves the right to reject or accept any Bid without assigning any reason thereof. However, the bid as under shall not be accepted and such bids shall be rejected, if received: -

- Bid submitted by the tenderers/firms/agencies, who have been black listed or with whom business dealing have been suspended by any of the State Electricity Boards/Electrical Undertakings. The bidder shall have to submit an undertaking in this regard.
- ii. The offer/bid submitted by those who had not purchased the bid specification from DHBVN.
- iii. The bid submitted by a person directly or indirectly connected with the service under Government/ Local Authority/DHBVN.
- iv. The bid not accompanied by the specified amount of earnest money.
- v. The bid received after due date and time fixed for receiving the bid.

#### 15. CLARIFICATION OR MODIFICATION OF BIDS:

To assist in examination, evaluation and comparison of bids, DHBVN may ask the Bidders individually for clarification in writing. No change in the substances of the bid shall be permitted except as required to confirm the correction of any typographical error.

#### 16. AWARD CRITERIA:

DHBVN will award the contract to the successful Bidder whose Bid is determined to be substantially responsive and is determined as the lowest evaluated Bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. DHBVN shall be sole judge in this regard.

Further, DHBVN reserves the right to award separate Contracts to two or more parties in line with the terms and conditions specified.

#### 17. NOTIFICATION OF AWARD:

Prior to the expiration of the period of Bid validity and extended validity period, if any,

DHBVN will notify the successful bidder in writing by registered letter or by cable or Telex or Fax, & E-mail to be confirmed in writing by registered letter, that its Bid has been accepted.

The issue of detailed work order will constitute the formation of award.

DHBVN will promptly notify each unsuccessful Bidder and will discharge his earnest money.

#### 18. GENERAL:

- i. In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretations as may be advantageous to DHBVN may be taken, if satisfactory clarification is not furnished within the prescribed period.
- ii. DHBVN will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or delivery of bids.
- iii. DHBVN reserves the right to amend the scope of the proposed contract, reject or accept any bid, cancel the bid process and reject all applications, vary the area.
- iv. DHBVN shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of the above actions.

.

## **SECTION -III**

# TERMS AND CONDITIONS OF THE CONTRACT

## TERMS AND CONDITIONS OF THE CONTRACT

## **CONTENTS**

SR.	DESCRIPTION	PAGE NO.
NO. 1.	PERIOD OF CONTRACT	24
2.	COMMENCEMENT OF WORK	24
3.	COMPLETION OF WORK	24
4.	SECURITY DEPOSIT	24-25
5.	RULE AND REGULATIONS	25
6.	COMPLIANCE OF LAW	25
7.	ACCIDENTS	25
8.	RESPONSIBILITY FOR RECORD/DOCUMENTS	25
9.	CONDUCT OF STAFF OF AGENCY	25
10.	CONTRACT AGREEMENT	26
11.	PAYMENT	26
12.	PENALTY FOR NON ATTENDING THE OFFICE	26
13.	SATISFACTION CRITERIA OF ASSIGNED WORKS	26-27
14.	RECOVERY OF THE LOSS SUSTAINED DUE TO FRAUDE/ EMBZZLEMENT/ MISAPPROPRIATION OR NEGLIGENCE BY THE EMPLOYEES OF AUDIT FIRM.	27
15.	ALTERNATION/ADDITION	27
16.	FALL BACK ARRANGEMENTS	27
17.	HANDING OVER ON TERMINATION	27
18.	GOVERNING LAW AND JURISDICTION	27
19.	LIEN	27
20.	ARBITRATION	27-28

### Terms and conditions of the contract

The terms and conditions of the contract shall prevail and shall be binding on the Chartered Accountant/ firms and any change or variation expressed or impressed howsoever made shall be inoperative unless expressly approved by DHBVN. The audit firm shall be deemed to have fully informed himself and to have specific knowledge of the provisions of Terms and Conditions of the contract mentioned hereunder: -

- 1. **PERIOD OF CONTRACT:** The contract shall be made for the work of Three year and further extendable for Two year on mutual consent. In case the Chartered Accountant firm to which the work will be assigned declines to carry on the assignment at any stage, the EMD shall be forfeited in addition to recovering of other costs occurs to Nigam.
- 2. **COMMENCEMENT OF WORK:** The commencement of the work shall take place immediately after issue of the work order by this office. Any request of the successful bidder to defer the commencement of the work for a period of more than 10 days from the date of allotment of the work shall not be entertained.
- 3. **ESCALATION OF RATE:** The rate quoted are for first year and escalation of five percent compounding (5% Compounding) for further years (i.e. 2nd years onwards) will be allowed subject to following conditions:

Escalation clause will effect to that Chartered Accountants who will complete the experience of one year at CBO. if replacement of CA made during the year then escalation clause be effected to replaced Chartered Accountant only after getting of One year experience at CBO. Rate of Each Replaced Chartered Accountant will start from initial quoted rate even if CA be replaced in 2<sup>nd</sup>/3<sup>rd</sup>/4th/5<sup>th</sup> year of contract. For examples: -quoted amount per CA per month is Rs. 10000 then after completion of one year of contract it will be 10500 and then for 3rd year Rs 11025 per CA per month and so on up

to completion/Termination of the contract.
-quoted amount per CA per month is Rs. 10000 but 2 CA replaced during the year then it will be 10500 and then for 3rd year Rs 11025 per CA for 13 CAs and replaced 2 no. CAs get these Escalation rate only after getting their individual one year experience & so on

up to completion/Termination of the contract.

-quoted amount per CA per month is Rs. 10000 then it will be 10500 for 2<sup>nd</sup> year and then for 3rd year Rs 11025 per CA. If a CA replaced during 3<sup>th</sup> year who getting 11025 that time, then rate of replaced (New) CA will remain 10000 (Quoted Rate) instead of Rs. 11025 and getting escalation of next step i.e. 10500 only after completion of individual completion of one year experience and so on under CBO.

4. **SECURITY DEPOSIT:** The earnest money of the successful Bidder shall be converted into security deposit. The security deposit shall be refunded after 3 months of satisfactory completion of the contract after making recoveries, if any, under Clause-12, 13 & 14 of this Section or any amount payable by the audit firm under the provisions of

the contract/agreement. In the event of breach of the contract or any clause of the contract, in any manner, the security deposited by the contractor shall be liable to be forfeited by the DHBVN.

- 5. RULE AND REGULATIONS: The assigned job shall be carried out under the rules and regulations of DHBVN in force and further guidelines/instructions issued by the DHBVN from time to time in this regard. The DHBVN shall also have the right to modify such instructions/guidelines and the Chartered Accountant/audit firm shall abide by such instructions/guidelines without any extra charges unless and otherwise specifically agreed for such extra charges.
- **6. COMPLIANCE OF LAW:** The Chartered Accountant/audit firm shall, in all matters arising in the performance of the contract, comply in all respects, will give all notices and pay all fees required by the provisions of any national or state statute, ordinance or other law or any regulation or by-law of any duly constituted authority.

The contract shall in all respects be prepared and interpreted in accordance with the law in force in India including any such laws passed or made or coming into force during the period of the contract.

The audit firm shall be responsible for carrying out of all of its activities within the rules and laws in force. DHBVN shall not be responsible for any of the un-lawful activity committed by the Chartered Accountants assigned by firm. The firm shall be liable for and shall indemnify DHBVN against all losses, expenses or claim arising in connection with any unlawful activity committed by any Chartered Accountant employed by the firm for the purpose of assigned job.

- 7. **ACCIDENTS:** The Chartered Accountant/audit firm shall be liable for and shall indemnify DHBVN against all losses, expenses or claim arising in connection with the death or injury to any person employed by the audit firm for the purpose of assigned job.
- 8. RESPONSIBILITY FOR RECORD/DOCUMENTS: The Chartered Accountant/ firm shall be fully responsible for upkeep, maintenance and safety of the record and documents supplied by the DHBVN and also for the record/documents generated by the Chartered Accountant. On completion of the contract/job the Chartered Accountant/firm will return all the documents supplied to it by the DHBVN and shall also hand over all the record/documents generated by it for the purpose of completion of the assigned work. The CA firm shall also be responsible to make the loss good if suffered by DHBVN, due to act of the Chartered Accountants.
- 9. CONDUCT OF CHARTERED ACCOUNTANT: If Chartered Accountant is found guilty of any misconduct or incompetence or negligence and then if so directed by the DHBVN, the Chartered Accountant shall at once remove without any further corresponding. Such Chartered Accountant will be replaced with a qualified and competent substitute within Three days.

- **10. CONTRACT AGREEMENT:** The Chartered Accountant firm and DHBVN will enter into an agreement to be known as "Contract Agreement" setting out all terms and conditions thereof including those mentioned herewith.
- **11. PAYMENT:** Completion of contractual formalities by the Chartered Accountant/ firm would be an essential requirement for claiming any payment. The Chartered Accountant firm shall be entitled to get payment as under: -

The payment shall be made by the A.O./EAD, DHBVN, Hisar through crossed cheque or through E-payment (Indian Currency) within 30 days from the date of submission of bill alongwith duty/performance certificate issued by the controlling officer.

All out efforts would be made to make the payment within the prescribed period but in case of delay of payment DHBVN shall not be liable to pay interest on the outstanding amount of the audit firm.

#### 12. PENALTY FOR NON-ATTENDING THE OFFICE:

The Chartered Accountant will have to attend the office six days in a week. Salary for the day/days will be deducted when the Chartered Accountant will be on leave with prior intimation. If the Chartered Accountant will remain absent without prior intimation then salary of the day @ 1.5 times will be deducted. After three attempts of the absent without prior intimation, the contract agreement will be terminated.

#### 13. SATISFACTION CRITERIA:

Satisfaction Criteria of assigned work: To ensure that the chartered accountant carries out the given assignment in proper manner the audit work done by the chartered accountant will be checked on the various aspects mainly accuracy of work, attendance, conduct/behaviour, punctually and performance of each month etc. The performance of the Chartered Accountants shall be watched regularly and continuously by the O/o SE/Commercial Back Office, DHBVN, Hisar. The contract or the awarded work may be rescinded at any time if the performance regarding achievement of the objective and scope of work is not found satisfactory or the Chartered Accountant/ firm commits breach of any of the terms and conditions of the contract. No fee or compensation shall be payable in case the contract or the work awarded is rescinded on account of non-performance/unsatisfactory performance. The DHBVN may advice the Chartered Accountant/ firm for improvement in case the performance made by the agency is not considered as satisfactory or up to the mark or ask to replace such Chartered Accountant, immediately and firm should comply it within 3 days.

On the other hand, frequently replacement of Chartered Accountant will not be allowed as the work of CBO getting better with experienced employees, and contract can be terminated at any time, if CA firm fails to provide continues services of Chartered Accountant. Even if, any replacement is needed due to emergent circumstances, firm will require to put up a request to SE/CBO well in advance at least before 7 days. SE/CBO will be the final authority to accept or reject this request after considering the circumstances.

The SE/Commercial (Back office) DHBVN Hisar shall be the competent Authority to judge the performance and disciplinary action including termination of the contract.

- 14. RECOVERY OF THE LOSS SUSTAINED DUE TO FRAUD/EMBZZLEMENT/ MISAPPROPRIATION OR NEGLIGENCE BY THE CHARTERED ACCOUNTANT OF AUDIT FIRM: In case any loss is sustained to the DHBVN due to fraud/embezzlement/ misappropriation of revenue committed by the Chartered Accountant /audit firm or the fraud/embezzlement/misappropriation of revenue committed in the revenue matters which could have been detected during the normal course of audit, but remains undetected, the Chartered Accountant/audit firm shall be liable to pay the same to DHBVN.
- **15. ALTERATION/ADDITION:** No variation or modification or waiver of any of the terms and conditions or provisions of the contract shall be deemed valid unless mutually agreed upon in writing by both parties i.e. DHBVN and Chartered Accountant/audit firm.
- Accountant/audit firm to fulfil its obligations, duties and responsibilities as per the contract, DHBVN shall have the right at any time to resort to fall back arrangement. Under this plan, DHBVN shall take charge of all facilities and systems whether in operation or under execution, after giving suitable notice and can recover from the security deposit the losses suffered due to such failure. If the security deposit is unsufficient, the Chartered Accountant/audit firm shall have to pay the difference to DHBVN failing which DHBVN will have the right to recover the same through legal or other means. In such circumstances the DHBVN after taking the charge as above, shall have the right to manage the system itself or through any other audit firm as it may deem fit and no claim of audit firm for compensation in this respect shall be entertained.
- 17. HANDING OVER ON TERMINATION: Immediately after termination of the contract agreement the Chartered Accountant/ firm will cooperate in handing over back all the facilities and record in good working order to DHBVN. Upon termination of the contract/agreement, the authority of the Agency to act as Agent of DHBVN in the area shall immediately cease.
- **18. GOVERNING LAW AND JURISDICTION:** The agreement shall be governed under Indian law. Only appropriate courts at Hisar shall have exclusive jurisdiction to deal with any matter arising out of or relating to the agreement or otherwise.
- **19. LIEN:** In case of any lien or claim pertaining to the work and responsibility of the audit firm for which DHBVN might have been made liable, the DHBVN shall have the right to recover such claim amount from the Chartered Accountant/audit firm.
- **20. ARBITRATION:** All matter questions, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to this Contract whether or not obligations of either or both Parties under the 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 appointed by the M.D., DHBVN or by any other authority of the Nigam authorized for this purpose by the Nigam. If after the appointment of the Arbitrator, the Arbitration proceedings are held up due to any reason the Sole Arbitrator can be appointed again by MD, DHBVN/Authority mentioned above his nominee. The award of the Arbitrator shall be final and binding on the parties to this contract. The objection that the Arbitrator has to deal with the matters to which the Contract relates in the course of his duties or he has expressed his views or any or all of the matters in dispute of difference shall not be considered as a valid objection.

The Arbitrator may from time-to-time with the consent of the parties to the Contract enlarge the time for making the award. The venue of Arbitration shall be the palace from which the purchase order is issued or such other palace as the Arbitrator in his discretion may determine.

The parties to the contract agree that cost of Arbitration as per the instructions of the Nigam issued/prevalent on the date of appointment of Arbitral tribunal.

Subject to aforementioned provisions, the provisions of the Arbitrations and Conciliation Act, 1996 and the rules there under, any statutory modifications thereof for the time being in force, shall be deemed to apply to the Arbitration proceedings under this clause.

## **SECTION-IV**

## **SCOPE OF WORK**

# SCOPE OF WORK CONTENTS

SR.		PAGE
NO.		NO.
1.	Object of audit	31
2.	Scope of work	31-32
3.	Book of references	32
4.	Sphere of audit	32
5.	Supervision of audit work	32
6.	Assistance	32

#### Scope of work

#### 1. Objective of audit:

The main object to Assist the Accounts Officers/SDOs/XENs on Revenue Audit & Execute Commercial Financial entries in SE/Commercial Back office in DHBVN, Hisar, so that the possibilities of the mistakes and irregularities can be avoided beforehand. The purpose of this is to set right the Metering, Reading & Billing entries to prevent revenue leakages by adhering Nigam guidelines. Also to mitigates the consumer commercial complaints in prospective of passing financial entries after due validation time to time in the books of Nigam. Presently DHBVN is having centralized Billing system at Commercial Back Office, Hisar to cater its consumers in RAPDRP and Non RAPDRP areas. The operations have been handled by the sub division's staffs which includes front office staff to facilitate commercial back office to provide real time information or reports.

#### 2. Scope of work:

The Scope consists of different parameters dependency upon the functional groups works pertaining to consumer complaints and other allied modules. The Key functional groups presently working in CBO are :

- Bills Revisions Group
- Meter Reading Group
- Meter Changed Order Group
- Solar Billing Group
- Billing Groups
- Revenue Assurance Group
- Key Consumers Group (above 20 or 50 KW)
- PDCO Group
- RCO/Temporary consumers group

The purposes of these functional groups are to resolve consumer's complaints or to maintain low complaints volumes in different buckets. This includes time barring activities also to be done of Reading & Billing on regular intervals. The core functional groups heads does not have permission to pass any commercial or financial entries into consumer's books of accounts. To maintain the accuracy and correctness of entries, a separate audit team has been designated for this. This includes pre audit works required time to time on reading & billing activities. The broad scopes of audit including execution of commercial financial entries are

- 1. To set right the Bills Revisions i.e charging or withdrawal of energy and non-energy amounts on the basis of site verification reports/ regulations/ circulars/lab reports etc.
- 2 To set right the Meter changed order i.e charging, refunds, withdrawal of units or amounts on the basis of site verification reports/regulations/ circulars/lab reports etc.
- 4. Correctness of refund of units and amount of energy & Non energy bills.
- 5. Suspected High or Low billed cases resolution in terms of appropriate charging or withdraw units or amounts as per Nigam policies.
- 6. Pre Audit of Reading & Billing including overhauling of consumers ledgers/accounts.
- 7. Suspected theft to identify on the basis of units consumption, load, MDI, MCO or PDCO irregular events observed etc.

- 8. Financial irregularity identification and charging of cheque bouncing, security and additional security deposits amounts, MDI penalties, accumulation of meter units of faulty or stop meters etc
- 9. Set right or charging the services charges or non-energy amounts in New service connections, load enhancement cases, category changed cases or whereas required.
- 10. Set right or charging appropriately in solar and open access connections whereas required.
- 11. Other parameters checking and corrections in the ambit of central or state regulatory guidelines, Nigam regulations and circulars, supply code or any amendments happened time to time.

#### 3. Book of references:

In additions to the ordinary books of references viz., Account Code Volume-III, Departmental Financial Rules, Punjab Financial Rules, Banking Instructions and Punjab Public Works Department Code etc. the Professional Chartered Accountant should be familiar with the contents of the following documents:-

- a. Application and Agreement Forms for all categories of consumers including Temporary Supply.
- b. Schedules of Tariff for all categories of consumers.
- c. Schedule of Service and General Charges.
- d. Abridged Terms and conditions of Supply for all categories of consumers.
- e. Model agreement for public Lighting Supply and Special agreements with Industrial and Bulk Supply Consumers.
- f. Sales Manual Instructions, Manual of Instructions and Manual of Orders.
- g. Regulation for duties and responsibilities of various functionaries responsible for the upkeep and maintenance of consumers' accounts.
- h. Sales Instructions, Sales Circular and other allied issued by the Head Office from time to time.
- i. Tariff Orders issued by the HERC from time to time.
- i. Clarifications issued by the Head Office/concerned Department from time to time.
- k. Audit Manual

#### 4. Sphere of audit:

Assistance to AO/SDO/XEN to Pre-audit the BRs, charging of M&P, LL-1, MCO, PDCO, High bills, RAG matters etc. of all sub divisions under SE/Commercial Back office Data Centre, Hisar. However, instructions/work can be amended/modified with a view to make the audit more effective.

#### 5. Supervision of audit work:

The team head i.e. AO/SDO/XEN will check/supervise the work and attendance of Chartered Accountant.

#### 6. Assistance:

A training schedule will be held up to make familiar with the working. Additionally, team head will acquaint in the matter.

## **SECTION-V**

## **PARTICULARS OF THE BIDDER**

## PARTICULARS OF THE BIDDER

1.	Name of the CA firm.	
1. 2. 3.	Postal address.	
3.	Telephone No.	
4.	Fax No.	
5.	Email address.	
6.	Type of organization: (Tick √)	Firm Joint Venture
		Copy placed at page
7.	Date of commencement of Business.	
8.	Registration No. of ICAI	Registration No.
	Also attach copy of the same.	Copy placed at page to Page
9.	Name of proprietor/Partners/ Directors and their detail Bio-data.	Page to page
10.	Details of offices other than H.O./Controlling office and other infrastructure available.	Page to page
11.	Detailed organizational structure with background of key personnel.	Page to page
12.	Type of service being	

	1	T			
	offered.	Page	to	page	
	List of clients' along with				
	their addresses and contact				
	telephone. Fax Nos. and				
	type of services offered				
	and/or being offeredto				
	them.	Page	to	nago	
			10	page	
	a) Electricity				
	Companies/ Board.				
	b) Others.	Page	to	page	
13.	Details of Empanelment				
	accreditation Electricity				
	Board/Companies/other	Page	to	page	
	Client along with				
	empanelment/accreditation				
	letter.				
14.	Balance sheet and P&L				
	Accounts of past 3 financial	Page	to	page	
	vears.	<u> </u>			
15.	Letters/certificates for				
	successful completion of	Page	to	page	
	work from Electricity	. ugo		pago	
	Companies/Board/other.				
16.	Details of any				
10.	collaboration/tie up with	Dogo	to	2000	
	Indian/Overseas	Page	10	page	
	Agency/Organization.				
	Any other additional				
17.	information/certificate.	Page	to	page	
18.	Details of work force with				
	the agency.	Page	to	page	
19.	Other documents (to be				
	specified)	Page	to	page	
				• •	

Seal & signature

# **SECTION-VI**

# **PRICE SCHEDULE**

#### PRICE SCHEDULE

Sr. No.	Particulars	No. of Chartered Accountant	Rate per Chartered Accountant In Figures (Per Month)	GST%	Total per Chartered Accountant	Total cost
1.	Qualified Chartered Accountant	15				

#### Note:

- **1.** The rates quoted are firm and inclusive of all charges excluding GST and other statutory levies.
- 2. Prices should be quoted on monthly basis and for per Chartered Accountants.
- **3.** The rate quoted are for first year and escalation of five percent compounding (5% compounding) for further years (i.e. 2nd years onwards) subject to some condition explained under 'Terms & Conditions' of this contract.

**Authorized Signatory** 

(Seal/Rubber Stamp)

# **SECTION-VII**

# **ANNEXURES**

## **CONTENTS**

Sr. No.	DESCRIPTION	Annexure	PAGE NO.
1.	Deviation Proposed	Annexure-A	45
2.	Tender Form	Annexure-B	46-47
3.	List of Document Attached		48-49



#### Annexure-A

the bid	Reference of clause	Deviation Proposed
document	no.	

**Authorized Signatory** 

(Seal/Rubber Stamp)

#### Annexure-B

#### DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED TENDER FORM

Dear Sir,

From			
	,		
	,		
	,		
То			
	The SE/CBO, DHBVN, Hisar		
	Offer No:		Dated :
Subject: - Su	bmission of tender against	Notice Inviting Tender	No. 03/SE/CBO/2019-20.

With reference to your above mentioned notice inviting tender, I/We hereby offer the Chartered Accountants to carry out the concurrent audit of consumers' accounts maintained at various sub divisions on the rates quoted in the Price Schedule (Part-II) and shall execute the work truly and faithfully within the time specified and set forth in the attached terms and conditions. The work done will be of the quality and answerable in every respect with this tender. I/We shall be responsible for all complaints as regards the quality of work and in case of dispute the decision of the Nigam will be final and binding on me/us.

- 1. I fully understand that in the event of my/our tender being accepted this earnest money shall be retained by you as security till the work is completed as per scope and terms and conditions of NIT and to the entire satisfaction of DHBVN.
- 2. I/We shall have no claim to the refund of the earnest money prescribed against this tender in the event of non-compliance of the work order provided such order is placed within the period of validity of my/our tender as indicated in paragraph 4 below. I further understand that my earnest money will stand forfeited even if I withdraw my tender at any stage during the currency of the period of validity.
- 3. My/Our tender shall remain valid for a period of 120 days from the last date of opening of tender (Price Bid).
- 4. My/Our tender along with the terms and conditions with the relevant columns and Annexures duly filled in under my/our attestation and with each page of the tender papers (including the enclosed terms and conditions signed by me/us, (in the capacity of sole owner/general or special attorney, in proof of which power of attorney is attached) is submitted for your favourable consideration.

- 5. I/We have carefully has/have examined the eligibility criteria and I/we qualify the eligibility criteria fixed for tendering. The documents required to be submitted in this regard are enclosed.
- 6. I/We have read the enclosed terms and conditions carefully and have signed the same in token of their absolute and unqualified acceptance. My/Our tender constitutes a firm offer under the Indian Contract Act 1872 and is open to an acceptance in whole or in parts. My/Our offer, if accepted on the attached terms and conditions will constitute a legally binding contract and shall operate as a contract as defined in the Indian Contract Act 1872 with all its amendments.

Thanking you.	
DA/As per list attached.	V
Place:	Yours faithfully,

Dated:

Name & Full Address of Tenderers

### LIST OF DOCUMENTS ATTACHED

Sr. No.	Description of Documents attached	Page No.
	Documents regarding eligibility criteria	
1.	Documents showing experience of audit in PSUs & Govt. accounts.	Page to
	Document showing the firm's existence for the last 3 years.	Page to
3.	Agreement in original for the joint venture/collaboration in case bid submitted under joint venture/collaboration.	Page to
	Documents (certified copies of P & L Account) showing the turnover of the firm for last 3 years.	Page to
	Undertaking on NJSP to the effect that the audit firm has sufficient strength of the staff to carry out the audit  Concurrently for in case work is allotted to the audit firm.	Page to
	Other Documents	
6.	Power of attorney of authorized signatory.	Page to
7.	Statement of deviation (Annexure-'A')	Page to
8.	Particulars of bidder	Page to

	Copy of the agreement between the bidder and his Collaborators or associates, if any.	Page to
	Bid documents dully stamped and signed on each page by the authorized signatory.	Page to
11.		Page to

Seal & Signature