



### **BIDDING DOCUMENT**

### (BID NO: FA/HQ/2023-24/1)

FOR

ENGAGEMENT OF WELL EXPERIENCED 2 NO. FULL TIME CHARTERED ACCOUNTANTS TO ASSIST IN FINANCE MATTERS UNDER FA/HQ VIDYUT SADAN HISAR FOR TWO YEARS AND FURTHER EXTANDABLE 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 FA/HQ, Vidyut Nagar, Hisar-1250005 (Haryana)

E-mail: ribsection@dhbvn.org.in



#### DAKSHIN HARYANA BIJLI VITRAN NIGAM NOTICE INVITING TENDER

(Only through e-procurement)

#### NOTICE INVITED TENDER No. FA/HQ/2023-24/1

#### Dated: 02.11.2023

**E-Tenders** are invited from reputed and experienced Chartered Accountant Firms to provide 2 No. Chartered Accountants to assist in Financial Matters at FA/HQ , Vidyut Nagar DHBVN Hisar for Two years and further extandable on mutual consent

Profile of Resources	Estimated Cost	EMD	Start Date of Submission	Last Date & Time	Date of Opening Part-1
2 no. Chartered Accountants	8.38 Lakh (P.A)	Rs. 25000/-	02.11.2023	23.11.2023 up to 13:00 Hrs	24.11.2023 at 15:00 Hrs

Tender documents having detailed terms and conditions can be seen/ downloaded from the portal <u>http://etenders.hry.nic.in</u> and <u>www.**dhbvn**.org.in/web/portal/tenders</u>

-Sd/ Financial Adviser/Hq DHBVN, Hisar



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# **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 2 NO. Chartered Accountants to assist the Sr. Accounts Officer/Accounts Officer on Financial Matters in FA/HQ, Vidyut Nagar DHBVN Hisar as per the following details:

Sr. No.	Particulars	Detail
1.	NOTICE INVITING TENDER (NIT) NO.	1 FA/HQ/2023-24/01 Dated 02.11.2023
2.	E-tender no.	2
3.	MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid Through <u>http://etenders.hry.nic.in</u>
4.	Tender Enquiry No. under NIT No.	
5.	Date of NIT available to parties to download	02.11.2023
6.	i) Earnest Money Deposit	<mark>Rs. 25000</mark>
	ii) Tender Fees (Non-refundable)	<mark>Rs. 5900/- (i.e. 5000/-+18%GST)</mark>
	iii) E-Service Fee (Non-refundable)	<mark>Rs. 1180 (i.e. Rs.1000/- +18% GST)</mark>

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 two years from the date of award of contract and can be extended further with mutual consent.

#### SCHEDULE OF RESOUCES REQUIRED: -

T.E. NO.	Profile Of Resources	Nos.
	Qualified Chartered Accountants	2

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



 Only those tenders shall be considered who deposit the earnest money and tender cost & E-Service Fee by due date 23.11.2023 upto 13:00 Hrs i.e. before opening of part-I

Information Regarding Online Payment of Tender Document, eService & EMD Fee.

- 1) The Bidders can download the tender documents from the Portal: http://etenders.hry.nic.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:

Sr. No	Department Stage/Activity	Tenderer's Stage	Start date and time	Expiry date and time
1.	-	Downloading of Tender Documents & Bid Preparation & submission	<mark>02.11.2023</mark>	23.11.2023 at (13:00 Hrs)
		Pre-bid meeting (If applicable)	NA	
2	Manual submi documents	ssion of technical	-	23.11.2023 a 13:00 Hours
3	Technical	-	24.11.2023 at	

#### Key Dates schedule:



	Opening (Part-I)	15:00 Hours	
4	Short-listing of Technical bids & Opening of Financial Bid	Will be intimated to E-mail	o the firms through

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.

> -Sd/ Financial Adviser/HQ DHBVN, Hisar



#### 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: 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. 25,000 /- 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



Dakshin Haryana Bijli Vitran Nigam

(A Government Of Haryana Undertaking)

- (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 Net banking gateway redirects Bidder to the Net banking 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 Net banking 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
  - 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.
- i. 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.
- ii. 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.
- iii. Each challan shall therefore include the following details that will be prepopulated:

Beneficiary account no: (unique alphanumeric code for e-tendering) Beneficiary IFSC Code: Amount: Beneficiary bank branch: Beneficiary name:



- iv. 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.
- v. 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.
- vi. 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. Indusind 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
- 40. Vijaya Bank



# **SECTION-II**

# INSTRUCTIONS

# ТО

**BIDDERS (ITB)** 



### **INSTRUCTIONS TO BIDDERS**

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### **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 Financial Matters at FA/HQ.

The job shall be carried out at the FA/HQ, DHBVN, Hisar. Firms shall depute experienced Chartered Accountants to assist in Financial Matters at FA/HQ, 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 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	2

The resources of similar profile can be increased or decreased in future works as per requirement.

#### 2. Qualification of the 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.	b) Power of Attorney on stamp papers		
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.	Proforma for 'no deviations' document duly filled and signed by the bidder is to be provided to the Employer.		

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



6.	Undertaking for mandatory	Affidavit to be furnished on non-judicial
	compliance of all statutory liabilities and other terms and conditions as specified in the document.	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	Submit financial statements
	be at least Rs. 200000/- (Rs. Twenty Lakh) during	of Accounts and Annual
	the last 3 financial year ending 31-03-2023	Reports duly audited.
ii.	The firm must have experience in the audit of PSUs &	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.	The firm shall submit an affidavit of non-blacklisting on the non-judicial stamp paper of the appropriate value attested by Notary public.
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: -

O/o FA/HQ DAKSHIN HARYANA BIJLI VITRAN NIGAM VIDYUT SADAN VIDYUT NAGAR



#### HISAR –125005 e-mail:-ribsection@dhbvn.org.in Mobile No.:- Sr.AO/FA/HQ = 9992014034 AO/FA/HQ = 9991990543

However, Chartered 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 bids.

#### 7. DOCUMENTS COMPRISING THE BID:

**7.1** The bidder shall submit the following document/information with the bid:

- Covering letter i.e. Annexure-B
- Power of Attorney in favour of person signing the tender documents.
- Documents required for eligibility criteria.
- Statement of deviations from the bid documents as per Annexure-'A'.
- Details in format given in Section-V.
- Earnest Money of Rs.25000/-
- Price schedule in Section-VI.
- Other details as called for in the bid documents or which the bidder may like to highlight

#### 8. 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 23.11.2023 upto 13:00 hours to:

#### FA/HQ, DAKSHIN HARYANA BIJLI VITRAN NIGAM,VIDYUT NAGAR, HISAR –125005.

- **8.2** The bid shall be submitted in the following manner:
  - The earnest money shall be deposited online by the CA firms through Debit card or RTGS/NEFT on Net banking.
  - The Qualification against BID shall be taken as per e-tender online BID AGAINST BID NO: FA/HQ/2023-24/1This is shall be as per (Section-V) and its enclosures, Documents proving eligible criteria and all other documents (excepting EMD online).

• The Third envelope duly sealed and super scribed "PART-II "PRICE SCHEDULE AGAINST BID NO: FA/HQ/2023-24/01 Dated 02.11.2023" should be as per e-tender online. AGAINST TENDER NO: FA/HQ/2023-24/01 TO BE

#### OPENED AT 15.00 HOURS ON 24.11.2023 as per e-tender online.

**8.2** 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 120 (One hundred twenty) days from the date of opening Price Bid online. DHBVN may request for suitable extension, if required.

#### 10. EARNEST MONEY:

**10.1** Tenderer shall submit an amount of Rs.25000/- (Twenty Five thousand only) as Earnest Money through e-tender system online against **BID NO:** FA/HQ/2023-24/01. No other mode of deposit shall be accepted.

**10.2** Any tender not accompanied the earnest money detail shall be rejected and the tender will not be opened.

**10.3** 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.** 

10.4 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.

10.5 No interest shall be payable on the amount of Earnest Money deposited with DHBVN.

10.6 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. <u>www.dhbvn.com</u> 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 FinancialHeadquarter,DHBVN,,Vidyut Nagar, Hisar as per e-tender system.

**Evaluation:-**The bidder is free to quote for any 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: -

i) 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:

a. 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.

- b. DHBVN will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or delivery of bids.
- c. 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.
- d. 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.

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## **SECTION –III**

### TERMS AND CONDITIONS OF THE CONTRACT



### **TERMS AND CONDITIONS OF THE CONTRACT**

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### 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: -

- PERIOD OF CONTRACT: The contract shall be made for the work of Two years and further extendable 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.

**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.

4. 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. The stay of Chartered Accountant should be at least for minimum one year.

5. 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.

- 6. 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.
- 7. 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.

- 8. 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.
- **9. 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.

#### 10. 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.

#### **11.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 FA/HQ, 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 FA/HQ 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 FA/HQ well in advance at least before 7 days. FA/HQ will be the final authority to accept or reject this request after considering the circumstances.

The FA/HQ DHBVN Hisar shall be the competent Authority to judge the performance and disciplinary action including termination of the contract.

12. RECOVERY OF THE LOSS SUSTAINED DUE TO FRAUD/EMBZZLEMENT/ MISAPPROPRIATION OR NEGLIGENCE BY THE CHARTERED ACCOUNTANT OF 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.

- **14.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.
- 15. FALL BACK ARRANGEMENTS: In the event of the failure of the Chartered 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 un-sufficient, 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.

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## **SECTION-IV**

## **SCOPE OF WORK**



### SCOPE OF WORK CONTENTS

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2.	Book of references	37-38
3.	Sphere of Reconciliation	38
4.	Submission of Report	38
5.	Checking the output reports of the bidder	38-39



#### Scope of work

#### 1. Object & Scope of work:

The objects for hiring the services of a Chartered Accountant firm are to:

- 1. To verify and ensure timely transfer of funds from field bank to Main banks at Hisar.
- 2. To prepare and supply of monthly bank statements to the respective sub divisions in respect of CMS bank accounts of DHBVN.
- 3. Timely reconciliation of online collections made by various agencies.
- 4. To verify the invoices raised by payment aggregator with online data generated by DHBVN integrator.
- 5. Creation/addition/modification/removal of charge on ROC.
- 6. Assessment of repayment/pre-payment of Loan, Verification of utilization certificate/s as per scheme guidelines etc.
- 7. Any other miscellaneous work.

The successful bidder should be able to detect frauds/ embezzlements/ losses, if any, and to suggest the internal control system to avoid reoccurrence of such cases in future.

#### 2. Book of references:

All the reference Books/records i.e. Application and Agreement Forms for relevant arrangement, Schedules of interest, Schedule of Service and General Charges, Terms and conditions of arrangement, Sales Manual Instructions, Manual of Instructions and Manual of Orders, Regulation for duties and responsibilities of various functionaries responsible for the upkeep and maintenance of consumers' accounts. Sales Instructions, Sales Circular and other allied issued by the Head Office from time to time. Orders issued by the HERC from time to time. Clarifications issued by the Head Office/concerned Department from time to time. Audit Manual RIB Files, Collection reports submitted by collection agencies. Bank statements and Reconciliation reports submitted by the collection agencies, Bank statements



and the reconciliation reports submitted by the reconciliation agencies as available in O/o FA/HQ, DHBVNL, Hisar or to be generated/ downloaded from the DHBVN system/ website. These books/records shall remain the property of DHBVNL.

3. **Sphere of Reconciliation**: All records connected directly or indirectly with the present work order are to be checked by the bidder.

Inputs: The following inputs will be supplied by the DHBVNL

- i. Daily online collection reports as supplied by various collection agencies.
- ii. Main Bank Statements of DHBVN Bank Accounts.
- iii. CMS Bank statements of all the Collection Accounts, as supplied by the Banks.

#### **Outputs Reports:-**

- i. Reconciliation reports for the online collections made by the Collection Agencies with the amounts posted in the consumers accounts by the billing agencies, on fortnightly basis. Reports for the gap if any, under your stamp & seal.
- ii. Verification reports for the transfer of funds from field Banks Accounts to the HO (Main) Bank accounts of DHBVN on daily basis.
- iii. Timely preparation and supply of CMS Bank statements to the respective sub divisions on monthly basis under your stamp and seal.

The bidder also provides the backup data for all the data processed and report generated in soft form without extra charges. All the work of reconciliation will be carried out in the Office of FA/HQ, DHBVN Hisar, however, the space and office furniture including computer/ printer will be provided free of cost.

#### 4. Submission of Reports:

The report will be submitted on the format prescribed by the FA/HQ, DHBVNL, Hisar. The format can be revised/amended/modified at any time without any notice to the bidder and the bidder shall have to submit the report on such revised/amended/modified format without any extra charges.

#### 5. Checking the output reports of the bidder:

The checking of the output reports prepared by the bidder shall be carried out by the office of the FA/HQ, DHBVNL, Hisar before acceptance of reconciliation report.



## **SECTION-V**

## PARTICULARS OF THE BIDDER



## PARTICULARS OF THE BIDDER

1.	Name of the CA firm.	
2.	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 Busines s.	
8.	Registration No. of	Registration No.
	ICAI Also attach copy of the same.	Copy placed at page to Page
9.	Name of proprietor/ Partners/Directors and their details 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	

### Dakshin Haryana Bijli Vitran Nigam



	offered. List of clients' along with their addresses and contact telephone.	Page	to	page
	Fax Nos. And type of services offered and/or being offered to			
	them.	Page	to	page
	a) Electricity			
	Companies/ Board. b) Others.	Page	to	bade
13.	Details of Empanelment		to	page
	accreditation Electricity			
	Board/Companies/other	Page	to	page
	Client clong with emperatment/			
	Client along with empanelment/ accreditation letter.			
14.	Balance sheet and P&L			
	Accounts of past 3 financial	Page	to	page
	years.			
15.	Letters/certificates for successful completion of		to	nade
	work from Electricity		10	page
	Companies/Board/other.			
16.	Details of any			
	collaboration/tie up with Indian/Overseas	Page	to	page
	Agency/Organization.			
	Any other additional			
	information/certificate.	Page	to	page
18.	Details of work force with	_		
	the agency.	Page	to	page
19.	Other documents (to be			
	specified)		to	page

Seal & signature



# **SECTION-VI**

# **PRICE SCHEDULE**



#### **PRICE SCHEDULE**

	Particulars	No. of	Rate per Chartered Accountant		
Sr. No.		Chartered Accountant to be provided.	In Figures (Per Month)	In Words (Per Month)	
1.	Qualified Chartered Accountant	2			

#### 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.

Authorized Signatory (Seal/Rubber Stamp)



## **SECTION-VII**

## ANNEXURES



### CONTENTS

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1.	Deviation Proposed	Annexure-A	42
2.	Tender Form	Annexure-B	43-45



#### Annexure-A

Sr. No.	Section no. of the bid document	Reference of clause no.	Deviation Proposed

Authorized Signatory (Seal/Rubber



Stamp)

#### Annexure-B DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED TENDER FORM

From

То

The FA/HQ, DHBVN, Hisar

Offer No:

Dated :

Subject: - Submission of tender against Notice Inviting Tender No.FA/HQ/2023-24/01.

Dear Sir,

With reference to your above mentioned notice inviting tender, I/We hereby offer the Chartered Accountants to assist on financial matters at FA/HQ 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.



Dakshin Haryana Bijli Vitran Nigam

(A Government Of Haryana Undertaking)

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.

Yours faithfully,

Place:

Dated:

Name & Full Address of Tenderers

\*Delete if not quoted.



#### 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
2.	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
4.	Documents (certified copies of P & L Account) showing the turnover of the firm for last 3 years.	Page to
5.	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. <b>Other Documents</b>	Page to
6.	Power of attorney of authorized signatory.	Page to
7.	Statement of deviation (Annexure-'A')	Page to
8.	Particulars of bidder	Page to
9.	Copy of the agreement between the bidder and his Collaborators or associates, if any.	Page to
10.	Bid documents dully stamped and signed on each page by the authorized signatory.	Page to
11.		Page to
12.		Page to
13.		Page to

Seal & Signature