



उत्तर दक्षिण हरियाणा बिजली वितरण निगम
UTTAR DAKSHIN HARYANA BIJLI VITRAN NIGAM



Request for Proposal

For

**Appointment of Consulting Firm for Providing
Consultancy Assistance (on Retainership Basis)**

to

Dakshin Haryana Bijli Vitran Nigam (DHBVN)

&

Uttar Haryana Bijli Vitran Nigam (UHBVN)

**Filing of MYT Petition/other Regulatory works,
and various operations and functions related to
distribution utilities.**

NIT No. -3/SE/RA/HSR/2020-21

Dated: 17.04.2020

**Dakshin Haryana Bijli Vitran Nigam
(A Power Distribution & Retail Supply Utility, Govt. of Haryana)
Office of The Chief Engineer/Commercial, DHBVN, Hisar, Vidyut Nagar, Hisar
E-Mail: cecommercial@dhbvn.org.in
Corp. Office: Vidyut Sadan, Hisar
Haryana Tel. 01662-223093 Website: dhbvn.org.in**



NOTICE INVITING TENDER
(Only through e-procurement)

NOTICE INVITED TENDER No.3/SE/RA/HSR/2020-21

Dated:15.04.2020

Offers are invited for providing consultancy assistance to DHBVN and UHBVN on retainer ship basis for MYT/ARR filing/Regulatory Affairs/Commercial/IT/Energy Audit and other matters related to distribution utilities as per details given below:-

NIT						
Sr. No.	Name of Department	Name of Work/ Notice/ Tender with NIT No.	Opening Date/ Closing Date	Amount (Approx) In cr.	Website of The Department	Nodal Officer/ Contact Details/ e-mail
1.	DHBVN	Request for Proposal for Appointment of Consulting Firm for Providing Consultancy Assistance (on Retainership Basis) to DHBVN & UHBVN for filing of MYT Petition/other Regulatory works, and various operations and functions related to distribution utilities. NIT No. - 3/SE/RA/HSR/2020-21 Dated: 15.04.2020	20.04.2020 @ 17:00 Hrs 12.05.2020 @ 13:00 Hrs	4.20	www.dhbvn.org.in	SE/RA, DHBVN, Hisar Ph. No. 01662- 223196 sera@dhbvn. org.in

For further information kindly visit www.haryana.procurement.gov.in or www.etender.hry.nic.in

Tender documents having detailed terms and conditions can be seen/
downloaded from the portal

<https://etenders.hry.nic.in> and www.dhbvn.org.in/web/portal/tenders

Sd/
Chief Engineer/Commercial
DHBVN, Hisar

For publication only.



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UTTAR DAKSHIN HARYANA BILJI VITRAN NIGAM



SECTION-I

INVITATION FOR BID

(IFB)



DAKSHIN HARYANA BIJLI VITRAN NIGAM

NOTICE INVITING TENDER

(Only through e-procurement)

SCHEDULE OF TENDER (SOT)

e-Tender is invited from established, reputed and experienced consulting firms for providing consultancy assistance to DHBVN and UHBVN on retainer ship basis for MYT/ARR filing/Regulatory Affairs/Commercial/IT/ Energy Audit and other matters related to distribution utilities, as per the following schedule:

Particulars	Details
Cost of RFP Document along with E-service fee(non-refundable)	Rs. 5000/- as cost of tender document along with Rs 1000/- as E-service fees excluding GST(18%) to be submitted through online payment.
Date of Publication of RfP	20.04.2020 @ 17:00 Hrs
Query submission date through e-mail only (sera@dhbvn.org.in)	27.04.2020 @ 17:00 Hrs
Pre-Bid meeting	30.04.2020 @ 11.00 Hrs
Last Date of submission of the bid	12.05.2020 @ 13:00 Hrs
Date of opening of the Technical bid(Part-I)	12.05.2020 @ 15:00 Hrs
Date of opening of the Financial bid (Part-II)	Will be intimated later
Earnest money required	Rs 500,000/- through online payment
Mode of Tender	e-Procurement System online Technical Bid (Part-I) & Financial Bid (Part-II) Through https://etenders.hry.nic.in
Rates to be kept valid for acceptance upto :	90 days from the last date of submission of the bid
Place of submission bid	Chief Engineer/Commercial Vidyut Sadan, Vidyut Nagar, Hisar -125005 Email- cecommercial@dhbvn.org.in

Offers are invited for providing consultancy services/assistance to DHBVN and UHBVN on retainership basis for MYT/ARR filing/Regulatory Affairs/Commercial initially Work Order shall be valid for 24 months from the date of award of contract



and can be extended further for 12 months or more with mutual consent.

- 1) Only those tenders will be considered who fulfill the **eligibility & Qualification criteria** mentioned in the tender documents.
- 2) Only those tenders shall be considered who deposit the earnest money, tender cost & E-Service Fee alongwith GST by due date i.e. upto 12.00 hrs. 06.05.2020 i.e. before opening of part-I.

Information Regarding Payment of Tender Document fee & 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 (Annexure -A).
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 Date Schedule:



Key Date Schedule

Sr. No.	Department Stage/Activity	Date and Time
1.	Date of starting of e-tender for submission of on line Techno-Commercial Bid and price Bid at https://haryanaeprocurement.gov.in	20.04.2020
2	Date, Time and Place of Pre- Bid meeting	30.04.2020 at 11:00 AM at Conference Hall, Vidyut Sadan, DHBVN, Hisar
3	Date of closing of online e-tender for submission of Techno-Commercial Bid and price Bid on web portal.	12.05.2020 (upto 13:00 Hrs)
4	Opening date of part-1 of tender.	12.05.2020 (at 15:00 Hrs)
5	Short-listing of Technical bids & Opening of Financial Bid	Will be intimated later to the firms on their E-mail ids

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-
Chief Engineer/Commercial
DHBVN, Hisar

For uploading on website only



Annexure-A

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 e- tendering 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. 5,00,000 /-** 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 ensure 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 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 pre-populated:
 - 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. Karnatka Bank
25. Kotak Mahindra Bank
26. Karur Vysys Bank
27. Punjab National bank
28. Oriental Bank of Commerce
29. South Indian Bank



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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. Tamilnadu Mercantile bank
38. Union Bank of India
39. United bank of India
40. Vijaya Bank



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SECTION-II

INSTRUCTIONS TO BIDDERS

(ITB)



INSTRUCTIONS TO BIDDERS

1. SCOPE OF BID

Dakshin Haryana Bijli Vitran Nigam (DHBVN) and Uttar Haryana Bijli Vitran Nigam (UHBVN) are holders of the distribution and retail supply business licenses in the State of Haryana (jointly called as Nigam). DHBVN looks after the power distribution business in the Southern circles and UHBVN in the Northern circles of Haryana. DHBVN and UHBVN came in to 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 business was segregated.

DHBVN, on behalf of UHBVN and DHBVN, intends to engage well established, reputed and experienced consultancy firm to provide assistance to DHBVN and UHBVN on retainership basis for MYT filing and other matters related to Regulatory Affairs/Commercial/IT/Energy Audit etc.

Objective of the Consultancy

To Design, Develop and Implement an end to end solution for:

1. Analyzing various parameters emanating from system and providing actionable inputs for different levels of management hierarchy in order to achieve prescribed loss levels and to improve services delivery to consumers.
2. Providing decision support system for optimizing performance with respect to parameters outlined by HERC and in schemes like **Ujjwal Discom Assurance Yojna (UDAY)** and formulate enabling technologies.
3. MYT/Regulatory Affairs matters

To ensure, that the above objectives are met, consultancy project is being divided in 3 parts:

Part A: Assistance to Discoms for MYT/Regulatory Affairs and Financial matters

Part B: Providing Consultancy for Loss reduction, efficiency improvement.



Part C: Advance Metering Infrastructure, IT & Enterprise Project Management, Analysis of billing data to improve billing efficiency & services delivery to consumers.

In order to manage the Part A to C, the Consultancy firm needs to set up a **Project Management Unit (PMU)** for a period of 24 months. The PMU team will sit at the headquarters of respective Discoms and will work closely with the nodal officer and Senior leadership of Discoms to ensure smooth functioning of the individual personnel mentioned below:-

Sr. No.	Function	No. of Professionals	Place of Work
1.	Regulatory Aspects & Financial Management	DHBVN= 2Nos. UHBVN= 2Nos.	Corporate Head Offices
2.	Commercial Performance Management, Energy Audit & Capital Expenditure Monitoring/ Planning	DHBVN= 2Nos. UHBVN= 2Nos.	
3.	IT Consultant for various IT initiative	DHBVN= 2No. UHBVN= 2No.	
4.	IT Consultant for Commercial back office data analysis	DHBVN=1 No. UHBVN= 1 No.	

The above team shall be headed by the team leader in each Discom. The team leader shall be nominated by the consultancy firm among the professional posted at the Corporate Head Office.

The price of the PMU needs be included in the fixed price quoted as per format Form V-A under Section –V (Price Schedule). The consultant will associate with Discom's officers for preparing loss reduction plan.

The job shall be carried out at the corporate offices of DHBVN at Vidyut Sadan, Vidyut Nagar, Hisar and of UHBVN at Vidyut Sadan, Plot No. C-16, Sector – 6, Panchkula.



Adequate office space shall be provided to the consultants to carry out their duties in both the offices. The onsite team members will leave their head quarter on weekends/holidays with prior permission of Nigam's authority.

Presently there are 2 billing agencies in DHBVN and 3 billing agencies in UHBVN. Discoms are in the process to migrate Non R-APDRP billing to R-APDRP platform for bring out all the consumers on single billing platform. As such, a dedicated IT Expert as consultant is proposed to assist the Discoms for integration of ongoing IT initiative with R-APDRP and non R-APDRP system, to work toward implementation of ERP and other Assistance to DISCOM in management and strengthening of IT related initiatives. The proposed deployment of IT Expert as consultant onsite shall be two person per Discoms. Two persons (one each in DHBVN &UHBVN) are required for billing data analysis at Commercial back office.

In addition to the above, the proposed team shall consist of Project Director (common for both client sites) for providing off-site support to the team. The Project Director may also be required to travel on-site if required for smooth execution of assignment.

The minimum required Qualification of consultants to be deployed is as under:-

S. No.	Description
a	Project Director
	Qualification –M.Tech/B.Tech/B.E. with M.B.A/PGDM (both with first class degree from top 50 institutions of NIRF, 2019 ranking)
	Experience - Minimum 7 years in power distribution sector
b	Commercial Performance Management analyst - (Onsite member) - 4 Nos. (2 for each distribution company (UHBVN and DHBVN))
	Qualification – B.Tech/B.E. with M.B.A (both with first class degree from top 50 institutions of NIRF, 2019 ranking)
	Experience <ul style="list-style-type: none">• Minimum 5 years in commercial aspects of power distribution sector (Experience of preparation of DPRs/PM under erstwhile RGGVY/RAPDRP/IPDS/DDUGJY scheme shall not be considered)



c	Regulatory & Financial analyst - (Onsite member) - 4 Nos. (Two for each distribution company (UHBVN and DHBVN))
	Qualification -CA /M.B.A/(Finance) (with first class degree from top 50 institutions of NIRF, 2019 ranking) Note:- NIRF condition is not applicable for CA.
	Experience <ul style="list-style-type: none">• Minimum 5 years in regulatory aspects of power distribution sector
d	IT expert (Onsite member) – 4 Nos. (Two for each distribution Company UHBVN and DHBVN)
	Qualification - B.Tech/B.E with MCA in the field of (Electronics/Computer Science/IT) both with first class degree from top 50 institutions of NIRF, 2019 ranking.
	Experience <ul style="list-style-type: none">• Minimum 5 years experience in application development/IT Projects/Data Base/Security etc. Preferably two year experience with Power Distribution Utilities
e	IT expert (Onsite member for Commercial back office data analysis) – 2 Nos. (One each for UHBVN & DHBVN)
	Qualification - B.Tech/B.E with MCA in the field of (Electronics/Computer Science/IT)both with first class degree from top 50 institutions of NIRF, 2019 ranking)
	Experience <ul style="list-style-type: none">• Minimum 5 years experience in application development/IT Projects/Data Base/Security etc. Preferably two year experience with Power Distribution Utilities

The Scope of Work for the proposed consultancy assignment for DHBVN & UHBVN is as per the terms of reference of RFP given asunder.

Scope of work

1. Regulatory Aspects

The consultants shall assist the Discoms in MYT related regulatory aspects. This shall include assistance in preparedness & filing of APR/ARR, review of orders, legal advice, presentation & appearance before HERC, impact assessment of various orders of regulatory commissions/CERC/Appellant Tribunal on business environment of distribution companies, operational support to RAU in regulatory compliance, tariff related study, all regulatory affairs w.r.t. Power Purchase, issues regarding Electricity Act 2003 and National Tariff Policy, capacity building of Discom's staff on regulatory developments



in the country and the state. The scope of work shall not be limited to this and shall also include any other assistance required by regulatory team of Discoms.

2. Commercial Performance Management

The consultants shall assist the discoms in commercial performance management, achieving time bound loss reduction, study of business processes of commercial function, business process re-engineering of existing processes to achieve efficiency gains, strengthening of existing energy audit practice and field implementation to minimize losses. To assist for implementation of spot billing. Assisting discoms in selection and monitoring of feeder franchisees and other best practices adopted by other utilities in the area of billing/ outsourcing of maintenance of LD/HT system. Assistance in meter reading bill distribution and cash collection projects and suggestion about new development in the country in this field.

3. IT Management

To assist the Discoms for integration of ongoing IT initiative with R-APDRP and non R-APDRP system, to work toward implementation of ERP and other Assistance to DISCOM in management and strengthening of IT related initiatives.

4. Financial Management

The consultants shall assist Discom in finance/accounts related aspects (working capital management, loan management, Schemes like Ujjwal Discom Assurance Yojna (UDAY), etc).

5. Capital Expenditure Planning

Assistance to Discoms in devising prudent capital expenditure plan/business plan for distribution business. The plan shall be developed scheme wise and with consent of all the concerned departments, field level offices. Development of project implementation and monitoring framework in achieving the targets in time bound manner to avoid cost and time over runs.



6. Commercial Back office data analysis

To analyze the data for improving billing efficiency, to eliminate billing errors and other tasks as per Commercial back office.

7. To provide any other related assistance in the concerned Wing.

Resource responsibility in connection with Regulatory Affairs and Commercial/Financial matters/IT is placed at **Annexure-I**.

Note:

- i. The above description of scope of consultancy is purely indicative and not exhaustive. Nigam has the right to changes / add / modify the same.
- ii. The Successful bidder's work will be monitored and a fortnightly/ monthly Progress Report needs to be submitted to RA Section, Commercial and IT Section of the Nigam, in case of unsatisfactory performance, the award shall be cancelled without assigning any reason.
- iii. The consultants are required to submit specific deliverables as required during the consultancy for DHBVN and UHBVN. The consultants are required to submit the reply of the essential notice /HERC letters within twenty four hours of the receipt of the same & the reply of other letters /queries needs to be submitted within two days. It would be the duty of the consultants to ensure timely preparation of replies / submissions / filings to be made to various authorities. The Project Director should be available for discussion as and when required by the Nigam (DHBVN & UHBVN) and in case of exigencies should be available onsite with in a period of 24 hours on call.
- iv. Consultants shall hold the meeting with Nigam's representatives generally first day of every week to discuss and finalize the deliverables of that particular week.
- v. Nigam reserves the right to add/delete/modify any particular deliverable as may be discussed and agreed in above mentioned meetings at any point of time based on the requirements and urgency of Nigam.



- vi. The consultant should endeavour that all document are computerized and editable/reproducible.
- vii. The consultant shall ensure that any information, data, manuals and studies pertaining to assignment and collected from DHBVN and UHBVN, shall not be provided/ passed to any third party without proper consent/ approval of the Discoms.
- viii. The consultants once finalized at the site are not to be replaced during the entire tenure of the tender. If required the same might be replaced by a similar resource by submitting adequate justification and with the express written consent of the Nigam. If replacement of the equivalent resource will not be made immediately, penalty as per clause no. 13 (B) of Section III will be imposed.
- ix. The management reserves the right to get additional work done by the consultants, relevant to the scope of work.

2. ELIGIBILITY OF THE BIDDER AND EVALUATION OF BIDDERS:

The eligibility criteria for a consulting firm to bid for this tender are as follows:

- i. Joint Venture (JV) may be allowed with limited upto one agency (i.e. Lead bidder and one JV partner). Consortium is also allowed but limited upto one Agency.
- ii. Firm should be a registered entity for past 7 years and shall have average annual turnover of last three financial years greater than **INR 100 Crores** from consulting business. (In case of J.V, Lead Partner shall meet minimum 70% and other partner shall meet minimum 20% but together the J.V should meet 100%).
- iii. Firm must have executed three assignments (for a continuous period or deliverable basis of one year or more) in the field of commercial process management, Financial Restructuring, UDAY Plan, project appraisal, IT project, commercial process strengthening and other related aspects of distribution and retail supply business. Assignments related to preparation



of DPRs/execution/PM under erstwhile RGGVY/RAPDRP/IPDS/DDUGJY schemes shall not be considered. The contract duration of all such assignments provided to meet this qualification requirement shall be minimum one year.

- iv. The consulting firm should have filed at least 1 MYT/ARR/APR petition for at least two different Discoms or passed at least 1 MYT/ARR/APR orders on behalf of SERCs in the last seven (7) years (i.e. January, 2013 onwards).

Note:

All the assignments provided to meet the QR requirement shall be completed and supported by work order and satisfactory completion certificate. Ongoing assignments shall also be considered provided work orders are furnished and experience counting the satisfactory work till date in the case of orders awarded. Assignments executed in past 7 years (January, 2013 onwards) shall only be quoted for evaluation. Each assignment shall be at least one year or more duration.

Only those consulting 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.

JOINT VENTURE (JV)

1. In case of successful Bidder, the form of arrangement shall be signed so as to be legally binding on both partners. One of the partner shall be nominated as lead partner, and this authorization shall be evidenced by submitting a power – of attorney signed by legally authorized signatories of both the partners.
2. The lead partner through its Project Director shall be authorized to incur liabilities and receive instructions for and on behalf of any and both



partners of joint venture and the entire execution of the contract including verifying of bills/invoices and payment shall be made exclusively in favour of the lead partner.

- Both partners of the joint venture/consortium shall be liable jointly and severally for the executing of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the Bid Form and in the Contract Form (in case of successful bid)
- A copy of the agreement entered into by the joint venture/consortium partners shall be submitted along with the bid. Failure to comply with this requirement may result in rejection of joint ventures/consortium Bid.

3. EVALUATION CRITERIA

The evaluation of the tenders (Technical Bids) shall be carried out on the basis of Technical Proposals for those bids that meet the qualifying requirements as set out above. The technical proposal evaluation criteria are set out below:

S. No.	Description	Total Marks (100)
1	Credentials	75 marks
A	Experience in commercial management aspects Successfully completed minimum three assignments means three work orders on a Retainership Basis or where deliverables have to be submitted for minimum 1 year. 9 marks for first three assignments Additional 3marks per assignment subject to maximum of 12 marks	21 marks
B	Experience in regulatory aspects The firm or lead bidder or its JV partner must have assisted power distribution utilities or electricity regulatory commissions of India in ARR/APR/MYT filings, regulatory compliance, preparation of petition, review of orders and regulatory environment affecting distribution business. 9marks for first three successfully completed assignments Additional 3 marks per assignment subject to maximum of 15 marks	24 marks



C	Experience in energy accounting The firm or lead bidder or its JV partner must have assisted power distribution utilities of India in technical and non-technical loss establishment, energy audits and related energy accounting aspects of distribution business 6 marks for first three successfully completed assignments Additional 3 marks per assignment subject to maximum of 9 marks	15 marks
D	Experience in IT The firm or lead bidder or its JV partner must have experience in application development/IT Projects/Data Base/Security etc. 6 marks for first three successfully completed assignments Additional 3 marks per assignment in power distribution utility subject to maximum of 9 marks.	15 marks
2	Detailed description of the approach & methodology to carry out the assignment.	25 Marks
	Total (1+2)	100 Marks

Note:

- Assignments mean each assignment of at least one year or more duration.
- For Sr. No. 2 the Presentation on the above will be held before empowered committee for the technically qualified bidder(s).
- The above requirements are minimum and Nigam reserves the right to request for any additional information.
- Notwithstanding anything stated above, Nigam reserves the right to assess the agency's capability and capacity to perform the work should the circumstances warrant such an assessment in the overall interest of Nigam.
- The evaluation in case of JV/Consortium, shall be done by considering the papers submitted by each partner with capping for maximum marks in each category.

The CE/Commercial is the Nodal Officer where as module wise office head like SE/RA for Regulatory Business, SE/EA for Energy Audit, SE/Commercial for tariff & loss reduction monitoring, CTO/SE/Project/R-APDRP for billing/IT business shall be made after issue of Work Orders.



Weightage of Mark:

- The minimum technical score for qualification and eligibility for considering financial proposal is **40 Marks** (30 Marks for S. No. 1 and 10 Marks for S. No. 2).
- After evaluation of technical proposals is completed, the utility shall notify the Bidders who have been short listed, indicating the date and time set for opening the Financial Proposals. The financial bids shall be opened in presence of those qualified bidders or their authorized representatives, who wish to be present.
- In the next stage, the financial offers will be evaluated. For final evaluation, the weight of the Technical Proposal is set to 60% and that of the financial proposal to 40%.
- The financial proposal of the firms whose offer have been declared technically responsive shall be opened. For comparison of the combined technical and price score of all firms following formula will be used:

$$\text{Total Score} = (\text{Technical Score} \times 0.60) + (\text{LP/FP} \times 100 \times 0.40)$$

Where LP is the lowest price (without taxes) offer and FP is the price (without taxes) offered by the firm being evaluated.

- The bidder securing the highest score shall be considered as H-I bidders the first successful bidder and so on.

4. CLARIFICATION ON BIDDOCUMENTS:

The prospective consulting firm may obtain any clarification regarding the bid document by writing or emailing:

O/o CE/Commercial,
DHBN, Vidyut Sadan
Vidyut Nagar, Hisar

Email: cecommercial@dhbn.org.in

Contact No. – 8813999403 (SE/Regulatory Affairs)



The consulting 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.

5. AMENDMENTS TO BID DOCUMENT:

At any time prior to the date of submission of bid as well as up to 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 tender document by issue of amendment (s) which shall form part of it. The agenda shall be sent in writing to all the prospective bidders, who shall return one copy of it duly signed along with their bid. Extension in the due date, if considered necessary, may be made by the DHBVN.

6. DEVIATION FROM BID DOCUMENTS:

The bid offer must include a separate statement indicating all deviation from the bid documents clearly indicating the clause number and proposed deviation. 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.

7. FILLING OF BIDS:

Bid shall be submitted through online <https://etenders.hry.nic.in> in the forms attached hereto and duly filled in. The complete Forms & Annexures shall be considered as part of contract documents in the case of successful bid.

The bid and all accompanying documents shall be in 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. In this regard, Power of attorney in favour of authorized signatory shall be submitted along with the bid.



All additions, alterations and over writings in the bid must be clearly initialed by the authorized signatory to the bid.

The bidder should quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection.

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

8. DOCUMENTS COMPRISING THE BID:

8.1 The bidder shall submit the following document/ information online with the bid.

- Earnest Money and price of tender document
- Power of Attorney
- Eligibility documents
- Documents as per Appendix IV.
- Other details as called for in the bid documents or which the bidder may like to highlight.
- Price schedule in Section-V

8.2 FORMAT AND SIGNING OF BID:

The bidder shall submit on line his bid, complete in all respect with enclosures. The bid shall be signed and stamped on each page.

The person or persons signing the bid shall initial all pages of the bid, including where entries or amendments have been made.

8.3 VALIDITY OF BID:

The bid submitted by the bidder shall remain valid upto 90 days from the last date of submission of the bid. DHBVN reserves the right to reject any bid which does not meet the aforementioned validity requirement. DHBVN may solicit the Bidders' consent for an extension of the period of validity of the Bid. The request and the response in this regard shall be in writing. A



Bidder accepting DHBVN request for validity extension shall not be permitted to modify its Bid.

9. EARNEST MONEY:

In case of unsuccessful tenderers, the Earnest Money will be refundable within 30 days 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.

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.

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

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.

10. BID OPENING AND EVALUATION:

DHBVN will open the bids in the office of CE/Commercial, DHBVN, Vidyut Sadan, Vidyut Nagar, Hisar in the presence of bidders or their authorised representatives, who choose to be present. If the opening date happens to be a holiday, the bids will be opened on the next working day at the same place and time, unless notified otherwise.

11. 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: -

- a) Bid submitted by the consulting firms/agencies, who have been black listed or with whom business dealing have been suspended within last 2 years by any of the State Electricity Boards/Electrical Undertakings. The bidder shall have to submit an undertaking in this regard.



- b) The bid submitted by a person directly or indirectly connected with the service under Government/ Local Authority/DHBVN.
- c) The bid not accompanied by the specified amount of earnest money.
- d) The bid received after due date and time fixed for receiving the bid.

All our 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 firm.

12. 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.

13. AWARD CRITERIA:

DHBVN will award the contract on QCBS evaluation to the successful Bidder whose Bid is determined to be substantially responsive and is determined as the bid with the highest overall score combining technical and financial score in the manner set out in this bid document.

Provided, further that the Bidder is determined to be qualified to perform the Contract satisfactorily. DHBVN shall be sole judge in this regard.

A bidder is required to quote for both the technical and price bids separately, Partial Bid is liable to be rejected.

After opening of the price bid, the following procedures shall be followed by Nigam: -

QCBS evaluation for the award of project shall be determined as per above procedure. However, the negotiations, if any, can be held up to H-3 bidder, if the difference between the H-1 overall score and those of H2 and H3 is within 5% of the H1 evaluated score. In cases where the H1 bidder refuses to further reduce his offered price and the H2 or H3 bidder comes forward to offer a price which is better than the price offered by the H1 bidder, the bidder whose price is accepted and further becomes H1 bidder as per QCBS. However, in



such a situation, the original H1 bidder shall be given one more opportunity to match the discovered price. In case of acceptance, he would be treated as the H1 bidder based on the QCBS evaluation.

Tenders shall be decided as per the prevailing instructions of Government of Haryana/Nigam.

14. 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 Email or Telex or Fax, to be confirmed in writing by registered letter, that its Bid has been accepted followed by issue of detailed work order separately by UHBVN & DHBVN.

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

15. GENERAL:

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.

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

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. 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.



उत्तर दक्षिण हरियाणा बिजली वितरण निगम
UTTAR DAKSHIN HARYANA BIJLI VITRAN NIGAM



SECTION –III

TERMS AND CONDITIONS OF THE CONTRACT



Terms and conditions of the contract

The terms and conditions of the contract shall prevail and shall be binding on the firms and any change or variation expressed or impressed howsoever made shall be inoperative unless expressly approved by DHBVN. The 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 period of the contract shall be for a period of 24 months from the date of signing of the contract, to be extended for a further period of 12 months or more depending on the performance of the consultants for the Performance Improvement modules.
2. **COMMENCEMENT OF WORK:** The commencement of the work shall take place immediately after the acceptance of the work order by the firm and submission of the Bank Guarantee.
3. **EARNEST MONEY:** The earnest money of the successful Bidder will be refunded after 3 months of satisfactory completion of the contract after making recoveries, if any, under Clause-11 & 12 of this Section or any amount payable by the firm under the provisions of the contract/agreement.
4. **BANK GUARANTEE:** The Bank Guarantee shall be submitted within 15 days from the issuance of LOI. The value of bank guarantee shall be equal to ten percent (10%) of total contract value. The bank guarantee shall be valid up to 90 days after the expiry of contract period.
 - Further Penalty @ 0.35% per week or part thereof subject to maximum 2% of the value of BG if bank guarantee not submitted within 15 days from the date of issue of LOI. The work order shall be issued separately by each utility.
 - If the bank guarantee not submitted within 45 days from the date of issue of LOI, the employer/ Nigam reserves the right to cancel the LOA and initiate the action for allotment to L-2 firm at L-1 rate or below.



- However before the expiry of above mentioned 45 days the contractor may seek approval for grant of additional one month (maximum) on payment of the entire penalty amount for 45 days as mentioned above.
- The Contract Performance Guarantee is intended to secure the execution/ performance of the entire Contract.
- The Performance guarantee will be returned to the Contractor without any interest at the end of the contract period with the approval of CE/Commercial, DHBVN &UHBVN.

Note: BG would be issued by any scheduled bank in branch situated in Hisar for DHBVN & Panchkula for UHBVN.

- 5. RULE AND REGULATIONS:** The assigned job shall be carried out under the rules and regulations of Discoms in force and further guidelines/instructions issued by the Discoms from time to time in this regard. The Discoms shall also have the right to modify such instructions/guidelines and the firm shall abide by such instructions/guidelines without any extra charges unless and otherwise specifically agreed for such extra charges.

The identified Team Leader (for DHBVN and for UHBVN) needs to be available in Nigam offices and co-ordinate with the other field resource professionals.

- 6. COMPLIANCE OF LAW:** The 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 firm shall be responsible for carrying out of all of its activities within the rules and laws in force. The Discoms shall not be responsible for any of the



un- lawful activity committed by the firm / the staff of the firm. The firm shall be liable for and shall indemnify the Discoms against all losses, expenses or claim arising in connection with any unlawful activity committed by any person employed by the firm for the purpose of assigned job.

7. **ACCIDENTS:** The firm shall be liable for and shall indemnify the Discoms against all losses, expenses or claim arising in connection with the works carried by the firm for the purpose of assigned job.
8. **RESPONSIBILITY FOR RECORD/ DOCUMENTS:** The firm shall be fully responsible for upkeep, maintenance and safety of the record and documents supplied by the Discoms and also for the record/documents generated by the firm. On completion of the contract/job the firm will return all the documents supplied to it by the Discoms and shall also hand over all the record/documents generated by it for the purpose of completion of the assigned work. The firm shall also be responsible to make the loss good if suffered by the Discoms, due to act of the firm.
9. **CONDUCT OF STAFF OF FIRM/ REPLACEMENT OF STAFF:** If any of the staff of firm is found guilty of any misconduct or incompetence or negligence and then if so directed by the DISCOMs, the firm shall at once remove such employee and replace him with a similar qualification and competent substitute. Further, the firm can only replace any consultant/deployed staff with the prior approval of DISCOMs. The decision of the DISCOMs shall be final and binding in this regard.
10. **CONTRACT AGREEMENT:** The firm and the respective Discoms will enter into an agreement to be known as "Contract Agreement" on Non judicial stamp paper of requisite value setting out all terms and conditions thereof including those mentioned herewith. The stamp duty shall be borne by the bidder. The firm shall submit the draft agreement within 7 days of LOI.
11. **PAYMENT:** The payment shall be made on the 30th day from the office of AO/EAD, DHBVN, Hisar after the acceptance of the bills verified by the Competent Authority along with the work done report showing module wise



work done. The firm shall submit the monthly invoices in the O/o CE/Commercial of respective Disocms.

In case the project is awarded extension after 24 months, the monthly payment being made by the Discoms shall continue for the extended period as well. 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 firm.

12. OUT OF POCKET EXPENSES: The boarding / lodging and conveyance for consultant's representatives required for the purpose of execution shall be to the account of the firm.

13. PENALTY:

A) COMPLETION OF WORK AND PENALTY FOR UNATTENDED PART OF WORK:

In case of failure to complete the work as per scope of work, penalty @ 5% of the monthly retainer fees shall be imposed and recovery shall be affected from the bill(s) payable to the firm or from the security deposited by the Consultancy firm.

B) PENALTY ON ACCOUNT OF NON-REPLACEMENT OF RESOURCE(S):

The consultants once finalized at the site are not to be replaced during the entire tenure of the contract. If required, the same might be replaced by a similar resource with the express written consent of the Nigam within a period of Say 2 working days. If replacement of the equivalent resource will not be made penalty @ Rs 5,000 (Rupees five thousand) per day per resource for delayed period will be imposed till the reporting of new resource.

14. RECOVERY OF THE LOSS SUSTAINED DUE TO FRAUD /EMBEZZLEMENT/ MISAPPROPRIATION OR NEGLIGENCE BY THE EMPLOYEES OFFIRM.

In case any loss is sustained to the Discoms due to fraud/embezzlement/ misappropriation committed by the employees of the firm which could have been detected during the normal course of work but remains undetected, the



firm shall be liable to pay the same to Discoms.

15. **ALTERNATION/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. Discoms and firm.
16. **ACCEPTANCE OF CONTRACT:** The successful bidder will be forwarded two sets of Work Order one of which will be signed on each page by the authorised signatory of Bidder in token of acceptance of contract and shall be returned to the authority placing the order within 15 days of its issue failing which the Earnest Money Deposit shall liable to be forfeited & the firm to be blacklisted.
17. **FALL BACK ARRANGEMENTS:** In the event of the failure of the firm to fulfill its obligations, duties and responsibilities as per the contract, the Discoms shall have the right at any time to resort to fall back arrangement. Under this plan, the Discoms 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 firm shall have to pay the difference to the Discoms failing which the Discoms will have the right to recover the same through legal or other means. In such circumstances the Discoms after taking the charge as above, shall have the right to manage the system itself or through any other firm as it may deem fit and no claim of firm for compensation in this respect shall be entertained.
18. **HANDING OVER ON TERMINATION:** Immediately after termination of the contract agreement the firm will cooperate in handing over back all the facilities and record in good working order to the Discoms. Upon termination of the contract/agreement, the authority of the Agency to act as Agent of the Discoms in the area shall immediately cease.
19. **GOVERNING LAW AND JURISDICTION:** The agreement shall be governed under Indian law. Only appropriate courts in Hisar shall have exclusive court jurisdiction to deal with any matter arising out of or relating to the agreement or



otherwise.

20. **LIEN:** In case of any lien or claim pertaining to the work and responsibility of the firm for which the Discoms might have been made liable, the Discoms shall have the right to recover such claim amount from the firm.

21. CORRUPT OR FRAUDULENT PRACTICES

The Discoms require that Contractors observe the highest standard of ethics during the execution of Nigam contracts. In pursuance of this policy, the Nigam:-

- a) defines, for the purposes of this provision, the terms set forth as follows:
- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution: and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Discoms, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive the Discoms of the benefits of free and open competition;
- b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Discom contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Discom contract.

22. PATENT RIGHTS

The Firm shall indemnify the Discoms against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.



In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

23. SETTLEMENT OF DISPUTES

If any dispute or difference of any kind whatsoever will arise between the Discoms and the Consultancy firm in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Discoms or the firm may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of the matter may be commenced unless such notice is given.

24. ARBITRATION

All matter questions, disputes, differences and / or claims arising out of and /or concerning and /or in connection and /or consequences or relating to this contract whether or not obligations of either or both parties under this 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 Arbitration of the M.D. concerned or an Officer appointed by the M.D. concerned as his nominee. The Award of the Arbitration 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 on 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 Parties to the Contract, enlarge the time for making the Award. The venue of arbitration shall be the place from which the acceptance of offer is issued or such other place as the Arbitrator in his discretion may determine.

The parties to the contract agree that cost of arbitration shall be as per the instructions of the Nigam issued / prevalent on the date of appointment of arbitrate tribunal.

Subject to aforementioned provisions, the provisions of the Arbitration & 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.

25. BLACKLISTING OF THE FIRMS

As the contract becomes a valid contract between the Discoms and consultant on the date of its issue, no further changes in the terms and conditions thereof are permissible and any request received in this regard from the consultant should be summarily rejected, making it clear to render the services strictly in accordance with the terms and conditions of the contract. It should be noted that such a liability can be enforced on the consultant only if it does not contain any term or condition contrary to what had been quoted in the consultant's tender. Once this is ensured, any attempt by the consultant to back out of his commitment should be taken a serious and his earnest money as well as B.G. deposited be forfeited forthwith, without prejudice to any further legal remedies open to the Discoms under the relevant laws. Where necessary, the case of consultant illegally backing out of the commitment, should also be put up to the Whole Time Directors for consideration and to decide for black- listing of the firm and damages, if any, to be recovered.

**Chief Engineer/Commercial
DHBVN, Hisar**



Annexure-I

- a. **Actual performance of Divisions vs targets fixed on the basis of targets given by HERC or by Govt. under Schemes like UDAY**
 - i. Average Tariff Increases
 - ii. Power Purchase Cost
 - iii. Revenue Subsidy
- b. **Operation review reports**
 - i. Demand Supply Position in State & demand forecasting
 - ii. Transmission, Distribution and Commercial losses
 - iii. Installed Capacities and Generation Portfolio
 - iv. Reports generated from System
- c. **Financial review reports**
 - i. Power Purchase Cost
 - ii. Growth in Expenses
 - iii. Subsidy support over the years
 - iv. Trends in average tariff and average cost of supply
 - v. Accumulated Loss
- d. **IT**

To assist the Discoms for integration of ongoing IT initiative with R-APDRP and non R-APDRP system and other Assistance to DISCOM in management and strengthening of IT related initiatives.
- e. **Commercial Back office data analysis**

To analyze the data to improve billing efficiency, to eliminate billing errors and other tasks as per requirement of Commercial back office.
- f. **Energy Sales Forecast Report**
- g. **Energy Balance**
- h. **Investment Plan and its financing**
- i. **Regulatory Measures and Tariff Increases**
- j. **Collection Efficiency**
- k. **Loan restructuring reports**
- l. **Financing and Loan Recast Report**
- m. **Summary of Projections**



उत्तर दक्षिण हरियाणा बिजली वितरण निगम
UTTAR DAKSHIN HARYANA BIJLI VITRAN NIGAM



SECTION-IV

PARTICULARS OF THE BIDDER



PARTICULARS OF THE BIDDER

1.	Name of the firm	
2.	Postal address	
3.	Telephone No.	
4.	Fax No.	
5.	Email	
6.	Type of organization: (Tick <input type="checkbox"/>)	Sole proprietorship / Company Partnership Joint Venture or consortium with one more
7.	Date of commencement of business	
8.	Name of proprietor/ Partners/ Directors and their detail Bio-data	Page_____to_____page
9.	Details of offices other than H.O./Controlling office and other infrastructure available	Page_____to_____page
10.	Detailed organizational structure with background of key personnel	Page_____to_____page
11.	Type of service being offered	Page_____to_____page
12.	List of clients' along with their addresses and contact telephone. Fax Nos. and type of services offered and/or being offered to them. a) Electricity Companies/ Board. b) Others.	Page_____to_____ Page_____to_____
13.	Details of Empanelment accreditation Electricity Board/ Companies/ other Client along with empanelment/ accreditation letter	Page_____to_____page
14.	Balance sheet and P&L Accounts of past 3 financial years	Page_____to_____page
15.	Letters/certificates for successful completion of work from Electricity Companies/Board/other	Page_to____page
16.	Details of any collaboration/tie up with Indian/Overseas Agency/Organization	Page_to____page
17.	Any other additional information/certificate	Page_to____page
18.	Details of work force with the agency	Page_to____page



APPENDIX-IV

Technical Proposal - Standard Forms

- A. Financial statement and list of projects
- B. Technical proposal submission form.
- C. Firm's references.
- D. Firm's comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client; Statement of deviations from the tender documents
- E. Approach paper on methodology and work plan for performing the assignment.
- F. Composition of the team and task(s) of each team member.



APENDIX-IV A

(To be filled up by each of the constituent firm in case of a Joint Venture)

(i) FINANCIAL STATEMENT OF THE LAST THREE FINANCIAL YEARS

Sr. No.	Particulars	2018-19	2017-18	2016-17
I	Annual turnover from Consulting business			
II	Total Assets			
III	Current Assets			
IV	Total Liabilities			
V	Current Liabilities			
VI	Net Worth			
VII	Working Capital			
VIII	Net Profit			

Attach supportive statutory audited financial statements attested by authorized Chartered accountant.

(ii) CONSULTANCY ASSIGNMENTS HANDLED BY THE CONSULTING FIRMS DURING THE LAST SEVEN YEARS. Only those projects shall be considered for evaluation which are supported by the client certificate/ Lol/ contract document of the client mentioning that the consultancy work has been completed satisfactorily.

Sr. No.	Project's Name	Type of Services Rendered	Client (With complete address, contact person, telephone Nos. and Fax Nos.)	Duration	
				Start date	End date
	Prime Consultant or Joint Venture				
1	2	3	4	5	

Supporting Statements to Clients' certificates may be furnished with full details of the ASSIGNMENTS carried out.



APPENDIX-IV B

TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Firm)

TO: (Name and Address of Client)

Sir/Madam:

Subject: Hiring of Consultancy Service for-----

----- Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this technical proposal, and a financial proposal sealed under a separate envelope.

If negotiations are held during the period of validity the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Name and Title of the Signatory:

Authorized Signature:

Name of the firm:

Address:



FIRM'S REFERENCES

Relevant Services Carried Out the Last Seven Years that Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:	Country:
Location within Country:	Professional Staff Provided by Your Firm/entity(profiles):
Name of Client:	No. of Staff:
Address:	No. of Staff-Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):
Approx. Value of Services (in Rupees):	
Name of Associated Consultants, if any:	No. of Months of Professional Staff, provided by Associated Consultants:

Name of Senior Staff (Project Director/Coordinator) involved and functions performed:
Narrative Description of Project:
Description of Actual Services Provided by Your Staff:

Firm's Name: _____



APPENDIX-IV D

COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE
TERMS OF REFERENCE AND ON DATA, SERVICES, AND
FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client

- 1.
- 2.
- 3.
- 4.
- 5.

Statement of deviations from the tender document



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APPENDIX-IV E

CONSULTING FIRM'S NAME:

**APPROACH PAPER ON METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

Note:-

**The Presentation on the above will be held before empowered
committee for technically qualified bidder(s).**



APPENDIX-IV F

COMPOSITION OF THE TEAM PERSONNEL, AND TASK(S) OF EACH TEAM MEMBER

1. **Proposed Team**

Name of Staff	Designation	Education Qualification	Power Sector experience (in years)	Tenure with Firm (in years)	Position Assigned

2. **CVs for all proposed team members (onsite and offsite)**

1. Name of Staff:
2. Proposed position:
3. Experience in the proposed area:
4. Designation:
5. Nationality:
6. Years of experience:
7. Years with the firm:
8. Key Qualifications: Brief writeup not exceeding half a page
9. Specific Experience:
 - a. Name of project (Duration)
 - b. Name of client
 - c. Brief description/responsibilities handled

10. Education:

Institute / Location	Year of Qualification	Degree / Diploma

11. Employment Record:

Firm	From – To Date	Designation / Role	Location



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12. Languages:

Language	To Speak	To Read	To Write	To Understand

Certification:

I certify that the information given above is true to the best of my knowledge

[Signature of staff member and Day /Month/Year]

Full name of staff member:

Signature of authorized signatory



AFFIDAVIT (on NJSP)

Annexure-V

I, _____ Director
of M/S _____ with
Headquarter at

_____ being their authorized signatory,
do hereby solemnly affirm and declare that M/S _____
_____ has not been blacklisted by any
State/Central Govt. or any of its agencies. I understand that if upon acceptance of
our offer dated _____ against DHBVN RFP BID No. _____ for
consultancy assistance (on retainer basis) of _____
_____ any W.O. is placed upon us, the same is
liable to be cancelled if this declaration is found wrong at any subsequent time and
further I understand to compensate the DHBVN, for the consequences arising out of
wrong declaration.

Attested by Notary Public.



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SECTION-V

PRICE SCHEDULE



Format for Financial Proposal

Form V-A: Financial Proposal Submission Form (Retainer)

[Location, Date]

To: [Name and address of

Client] Dear Sirs:

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [Amount in words and figures] per month. This amount is exclusive of the local taxes which we have estimated at [Amount(s) in words and figures] & service tax etc. if applicable.

Item	Cost (including Out of Pocket Expenses & levies excluding GST) (In Rs.)		GST	Total Amount (In Rs.)	
	In figure	In Words		In figure	In Words
Monthly Retainer Fee					

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, upto expiration of the validity period of the Proposal.

No commissions or gratuities have been paid or are to be paid by us to agents relating to this Proposal and Contract execution.

We understand you are not bound to accept any Proposal you receive. We remain.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:



Annexure-

BANK GUARANTEE PROFORMA

This agreement is made this _____ day of _____ (a) between _____ (b) accompany registered under banking Companies Act/ or any other Act to be specified, having its registered office at _____ (c) called the guarantor which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns of the first part M/s (d) a Company/ firm registered under the companies Act 1956 / partnership firm/ proprietorship firm having its registered office at _____ (e) (hereinafter called the suppliers which expressions shall unless repugnant to the context or meaning thereof, include its successors and assigns) of these cond part at the DHBVNL, a body corporate under company Act 1956 (hereinafter called the purchaser, which expressions shall unless repugnant to the context or meaning thereof, include its successors and assigns) of the third part.

Whereas the supplier has interalia agreed with the purchaser to supply the purchaser _____ (f) on the terms and conditions contained in the contract No. _____ dated _____ (g) placed by the purchaser on the suppliers and accepted by the suppliers.

And whereas under clause _____ (h) of the said contract, the supplier is required to furnish a bank guarantee for a sum of Rs. _____ (i) being the _____ (j) value of all the consignments of the above material on account of retention money, which but for this guarantee value be with held by the purchaser till such time that the material is received in good condition and in accordance with the specification of the same to guarantee the payment of the retention money on bills submitted against supply of material/ repair of equipment on order from time to time upto a maximum amount of the sum Rs. _____ (k).

And whereas at the request of the supplier the purchaser has agreed not to



retain_____ (l) of the contract price of all the consignments and in lieu thereof to accept Bank Guarantee from the Guarantor for the due performance of the said contract by the said supplier on the terms and conditions herein contained. Now this deed, therefore, witnesseth and it is hereby agreed by and between the parties here to as follows:-

The Guarantor here by guarantees to the purchaser the quality, workmanship and design of all the consignments of (m) in accordance with the prescribed specifications and the terms of the said contract and agrees to indemnify and keep indemnified the said purchaser to the extent of Rs._____ (n) in the aggregate against all losses, damages, costs, charges and expenses which may be suffered or incurred by the purchaser on account of any defect in the material supplied or on account of any breach on the part of said supplier or any of the terms and conditions of the said contract in the supply/ repair of the consignments. The guarantor further agrees the said purchaser shall be the sole judge whether the supply/ repairs have been made according to the prescribed specifications, design and workmanship as laid down in the said contract and the supplier had committed breach or breaches of any of the terms and conditions of the said contract and the extent of loss/ damage, cost, charges, l or expenses suffered or incurred by the purchaser on account thereof and the guarantor shall immediately on receipt of any claim or claims from the said purchaser pay to the extent of the amount specified above "without demur or objection".

The guarantor further agrees that this guarantee shall remain in full force and effect for_____ (o) months from the date of dispatch of material by the said supplier under the said contract i.e. upto _____ (p)

The guarantor also agrees and undertakes not to revoke this guarantee before the same is discharged as aforesaid except with the previous consent of the said purchaser in writing.

The guarantor hereby further agrees that the said purchaser shall have the full liberty without effecting in any manner the obligation of the guarantor hereunder with or without the consent of the guarantor to vary any of the terms of



the said contractor to extend time for performance of the said contract by the supplier from time to time or to postpone for any time or from time to time any of the power exercisable by the purchaser against the said supplier and either to for bear or enforce any of the terms or conditions relating to the said contract and the guarantor shall not be relieved from his liability by reasons of any variation or any extension being granted to the said supplier or for any for bearance, act or omission on the part of the said supplier or any indulgence by the said purchaser to the said supplier or any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the guarantor. Nor shall it be necessary for the said purchaser to sue the said supplier be for esuing the said guarantor for the amount/ damages due under the deed of guarantee.

In witness where of the parties here to put their respective hands on the day and the year first above mentioned.

1. Witness

Signature of the Guarantor

2. Witness

1. Witness

Signature of the Supplier

2. Witness

1. Witness

Signature of the auth. DHBVN

2. Witness

For & Behalf of the DHBVN



NOTE:-

1. Date of execution of Bank Guarantee.
2. Name of Bank
3. Complete address of the Bank.
4. Name of the supplier
5. Permanent address of the firm
6. Quantity and description of material
7. PO No. and date
8. Payment clause
9. Amount of Bank Guarantee
10. %age of the contract price
11. Amount of Bank Guarantee should be both in figure and words
12. Name of the material
13. Bank guarantee amount
14. Number of months
15. Date of validity



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