

DAKSHIN HARYANA BIJLI VITRAN NIGAM LTD.

BIDDING DOCUMENT

(BID NO. 1 FA/HQ 2020-21)

FOR

ENGAGEMENT OF WELL ESTABLISHED, REPUTED AND EXPERIENCED FIRMS FOR CARRYING OUT THE RECONCILIATION OF COLLECTION & DRAWING ACCOUNTS.

Financial Advisor/ HQs,
DHBVNLVIDYUT SADAN,
VIDYUT NAGAR
HISAR-125005

INDEX

SECTION	DESCRIPTION	PAGE NO
I.	INVITATION FOR BID	03—07
II.	INSTRUCTIONS TO BIDDERS	08—16
III.	TERMS AND CONDITIONS OF THE CONTRACT	17-24
IV.	SCOPE OF WORK	25-29
V.	PARTICULARS OF THE BIDDER	30-33
VI.	PRICE SCHEDULE	34-35
VII.	ANNEXURE	36-40

SECTION-I

INVITATION FOR BID

(IFB)

DAKSHIN HARYANA BIJLI VITARAN NIGAM LTD.

INVITATION FOR BIDS

(BID NO. 1 FA/HQ 2020-21)

FOR

ENGAGEMENT OF WELL ESTABLISHED, REPUTED AND EXPERIENCED FIRMS FOR CARRYING OUT THE RECONCILIATION OF COLLECTION & DRAWING ACCOUNTS.

- 1) Information Regarding Payment of e-service fees, Tender Document fee & EMD Fee.
- 2) The Bidders can download the tender documents from the Portal: <https://etenders.hry.nic.in>. The Bidders shall have to pay for the e-service fees, Tender documents & EMD fees 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.
- 3) If the tenders are cancelled or recalled on any grounds, the e-service fees & tender document fees will not be refunded to the agency.
- 4) The detailed procedure/instructions to bidder on Electronic Tendering System are at **Annexure-I**.
- 5) **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-eproc@nic.in

The Tenderers can submit their tender documents (Online) as per the dates mentioned in the key dates schedule

PERIOD OF SALE OF BIDDING DICUMENTS	From 04-04-2020 To 28-04-2020
CLOSING DATE FOR SUBMISSION OF BID	28-04-2020 1.00PM
OPENING DATE OF BID	29-04-2020 12.00 Noon
PLACE OF SUBMISSION OF BID	O/o Financial Advisor/ Hqs, DHBVNL Vidyut Sadan Vidyut Nagar Hisar-125005
PLACE FOR OPENING OF BIDS	
OFFICE INVITING BIDS	

DAKSHIN HARYANA BIJLI VITRAN NIGAM
OPEN TENDER NOTICE (Through e-tendering)
(BID NO: 1 FA/HQ/2020-21)

Sealed E-tenders are invited on post qualification system (i.e. in two parts one for eligibility criteria and other for rates) from the firms having experience in the business of software development and data processing for last 2 years in the field of finance and accounts for one year and further extendable on mutual consents for another year or more on the same terms and conditions subject to satisfactory performance. The work shall be allotted as per the following eligibility criteria: -

1. The bidder must be in the business of data processing for the last 2 years and must have experience of reconciliation and data processing in the field of finance and accounts.
2. The average annual turnover of the bidder for the last 2 years must be not below Rs.15 lacs.
3. Purchase of specification/Tender Documents is essential for participation. The tender documents having detailed terms and conditions can be downloaded from the website <http://etenders.hry.nic.in> from 04-04-2020 onwards. The e-tenders shall be received through website only. All interested contractors are requested to get themselves registered as vendors with the said website for submitting their bids. For any assistance, please contact, Sr. Accounts Officer/ Banking, DHBVN, Hisar. **Detailed instructions for E-tendering is attached at Annexure-I.**
4. The cost of tender documents is **Rs.2000/-** (Rs. Two thousand only) plus GST.
5. The Tender documents fee and E-Service fee will be paid online.
6. The earnest money shall be deposited online through Debit card or RTGS/NEFT or Net banking. It is expected to the prospective bidders to deposit EMD online by at least one day before deadline of submission of bids due to web portal provisioning. Any non-acceptance of EMD by web-based system on last day of submission of bids due to web-portal constraints shall be the bidder's responsibility.
7. The DHBVN reserves all the rights to reject one or all of the tender received, at any time without assigning any reason.
8. Only those tenders shall be considered who deposit the earnest money and tender const & transaction fee by due date.

Earnest Money Deposit	Rs.25000/-
Cost of Tender Documents	Rs. 2000/-+1000 e-service(GST Extra)
Period of downloading of tender documents	04-04-2020
Closing date & time for submission of bid	28-04-2020 Upto 1.00 PM
Opening date & time of bid	29-04-2020 12.00 Noon
Place of submission of bid	O/o Financial Advisor/ HQs. Vidyut Sadan, Vidyut Nagar Hisar-125005
Place for opening of bids	
Office inviting bids	

Detailed Terms and Conditions can be seen in the Tender Documents.

Financial Advisor/ HQs.,
DHBVN, VIDYUT NAGAR,
HISAR -125005.

SECTION-II

INSTRUCTIONS TO BIDDERS

(ITB)

INSTRUCTIONS TO BIDDERS

CONTENTS

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

INSTRUCTIONS TO BIDDERS

1. SCOPE OF BID

- 1.1 Dakshin Haryana Bijli Vitran Nigam Ltd. here-in-after called DHBVNL intends to engage well established, reputed and experienced firms for carrying out the Reconciliation of Collection Accounts (details RIB reported by the field offices with reference to the amounts received in the respective Bank Accounts), Drawing Accounts (cheque drawn by various DDOs and the corresponding debit in the Banks) & compilation of monthly accounts thereof.
- 1.2 The job shall be carried out at headquarter (i.e. O/o FA/HQ, DHBVNL Hisar) where the record is being maintained and the report shall be submitted to the FA/HQ, DHBVNL, Hisar. Detailed instructions have been explained under Section-IV "Scope of Work".

2. QUALIFICATION OF THE BIDDER:

1. ELIGIBILITY CONDITIONS QUALIFYING THE BIDDER FOR SUBMISSION OF TENDER/BID: -

- (a) The bidder must be in the business of software development and data processing for the last 2 years and must have experience of data processing in the field of finance and accounts.
- (b) The annual average turnover for the last 2 years must not be below Rs.15 lacs.
2. The bidder must have adequate staff for carry out the work on concurrent basis.
3. To be qualified for award, bidder shall provide evidence, satisfactory to DHBVNL of their capacity and adequacy of resources to carry out the contract effectively. Bids shall include the following information:
 - a) Copies of the original documents defining the constitution or the legal status, place of registration and principal place of business, written power of attorney of the signatory of the Bidder to commit the Bid.
 - b) Description of the resources available with him to carry out the proposed job.
 - c) Qualification and experience of key personnel proposed for carrying out the work.
 - d) Information regarding any litigation, current or during the last two years, in which the Bidder is involved, the parties concerned and the dispute and the disputed amount.

3. CLARIFICATION ON BID DOCUMENTS:

The prospective Agency may obtain any clarification regarding the bid document by writing to: -

**Financial Advisor/ HQs.,
DAKSHIN HARYANA BIJLI VITRAN NIGAM LTD.
VIDYUT SADAN
VIDYUT NAGAR
HISAR –125005**

The bidder 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 up to opening of bids, DHBVNL 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. The agenda shall be sent in writing to all the prospective bidder, 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 DHBVNL.

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 DHBVNL’s specifications in all respect and it will be assumed that all terms & conditions are acceptable to the bidder.

6. FILLING OF BIDS:

- a.) Bid shall be submitted in the forms attached hereto and all blanks in **Section-V, VI** and the **Annexure-‘A’** 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 authorised person. The name designation and authority of signatory shall be stated in the bid.
- d.) Tenders should be filled in only with ink or typed. No bid filled in by pencil or otherwise shall be considered.
- e.) All additions, alterations and over writings in the bid must be clearly initialed by the signatory to the bid.
- f.) The bidder should quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rate/prices shall be in words as well as figures. This must not contain any additions, alternation, overwriting, cuttings over corrections and any other marking, which leave any room for doubt.
- g.) The contract awarding authority will not be responsible to accept any cost involved in the preparation and submission of the bids.

7. DOCUMENTS COMPRISING THE BID:

- 7.1** The bidder shall submit the following the document/information with the bid.
- ❖ Covering letter.
 - ❖ Power of Attorney
 - ❖ Statement of deviations from the bid documents as per Annexure-‘A’.
 - ❖ Details in format given in Section-V.
 - ❖ Price schedule in Section-VI.
 - ❖ Section II, III & IV (ITB, Terms and conditions of contract & Scope of Work) duly signed by authorized signatory in token of acceptance.
 - ❖ Other details as called for in the bid documents or which the bidder may like to highlight. This includes the detailed specifications of the software to be used for carrying out the data processing.

7.2 FORMATS AND SIGNING OF BID:

The bidder shall submit one set of his bid, complete in all respect with enclosures. The bid shall be signed on each page.

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

8. SUBMISSION OF THE BIDS:

- 8.1** The interested bidder may send their proposal on or before 28-04-2020 up to 1.00PM

Sr.AO /Banking
O/o Financial Advisor/ HQ,
DAKSHIN HARYANA BIJLI VITRAN NIGAM LTD.
VIDYUT SADAN
VIDYUT NAGAR,
HISAR –125005.

8.2 The bid shall be submitted in the following manner:

- ✓ One Small Size envelope for proof of depositing the Earnest Money or demand draft for EMD. This envelope shall be super scribed **“EARNEST MONEY AGAINST BID NO. 1 FA/HQ/2020-21.**
- ✓ The Second envelope duly sealed and super scribed **“PART-I QUALIFICATION BID AGAINST BID NO. 1 FA/HQ/2020-21.**This envelope shall include submission of particulars of the bidder (Section-V) and its enclosures, Documents proving eligible criteria and all other documents (excepting proof of deposit of EMD or Demand Draft for EMD and price Schedule which should be placed in separate envelopes). The bid documents dully stamped and on each page by the authorized signatory shall also be placed in this envelope.
- ✓ The Third envelope duly sealed and super scribed **“PART-II “PRICE SCHEDULE AGAINST BID NO. 1 FA/HQ/2020-21”.** This envelope shall include price schedule (Section-VI) only.
- ✓ The fourth big size sealed envelope for covering the sealed envelope of the **“EARNEST MONEY”, “PART-I QUALIFICATION BID”** and **“PART-II PRICE SCHEDULE”** and super scribed **“BID OFFER AGAINST Bid NO. 1 FA/HQ/2020-21. TO BE OPENED ON 29-04-2020 12.00 Noon**

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

9. BID VALIDITY:

Bid shall remain valid for acceptance for a period of 120 (One hundred twenty) days from the date of bid opening. DHBVNL may request for suitable extension, if required.

10. EARNEST MONEY:

- 10.1** Before submitting the offer the Bidder/ Tenderer shall deposit Rs. 25,000 online mode through Debit card or RTGS/NEFT on Net banking. No other mode of deposit shall be accepted.
- 10.2** Any tender not accompanied by a copy of the receipt/ proof of deposit earnest money shall be rejected and the tender will not be opened.
- 10.3** In case of unsuccessful tenderers, the Earnest Money will be refundable within a fortnight 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 DHBVNL 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 DHBVNL.
- 10.6** DHBVNL 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/Tender Documents is essential for participation. The cost of tender documents is Rs.2000/- (two thousands only) plus GST to be paid through online system. The tender documents having detailed terms and conditions can be downloaded from the website <http://etenders.hry.nic.in> from 04-04-2020 to **28-04-2020**. The e-tenders shall be received through website only. All interested contractors are requested to get themselves registered as vendors with the said website for submitting their bids. For any assistance, please contact Sr. Accounts Officer/ Banking .

12. LATE BIDS:

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

13. BID OPENING AND EVALUATION:

DHBVNL will open the bids in the office of FA/HQ, DHBVNL, 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.

14. REJECTION OF BID:

DHBVNL reserves the right to reject or accept any Bid/Bids, at any time 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 tenderer/ 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 DHBVNL.
- iii) The bid submitted by a person directly or indirectly connected with the service under Government/ Local Authority/DHBVNL.
- 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, DHBVNL 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. The bidder is allowed to revise its price bid before opening of price bid. In such a case, a new price bid in sealed envelope is required to be submitted by the bidder and the old price bid will not be returned.

16. AWARD CRITERIA:

DHBVNL will award the contract to the successful Bidder whose Bid is determined to be substantially responsive and is determined as the lowest evaluated Bid on the basis of the quoted price per matched entry for the estimated entries per month. Provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. DHBVNL shall be sole judge in this regard.

Further, DHBVNL 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, DHBVNL will notify the successful bidder in writing by registered letter or by cable or Telex or Fax, to be confirmed in writing by registered letter, that its Bid has been accepted.

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

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

18. GENERAL:

In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretations as may be advantageous to DHBVNL may be taken, if satisfactory clarification is not furnished within the prescribed period.

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

DHBVNL 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. DHBVNL 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.

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

SECTION –III

TERMS AND CONDITIONS OF THE CONTRACT

TERMS AND CONDITIONS OF THE CONTRACT

CONTENTS

SR. NO.	DESCRIPTION	PAGE NO.
1.	PERIOD OF CONTRACT	19
2.	COMMENCEMENT OF WORK	19
3.	SECURITY DEPOSIT	19
4.	RULE AND REGULATIONS	19
5.	COMPLIANCE OF LAW	20
6.	ACCIDENTS	20
7.	RESPONSIBILITY FOR RECORD/DOCUMENTS	20
8.	CONDUCT OF STAFF OF BIDDER	20
9.	COMPLETION OF WORK	20
10	PAYMENT	21
11	PENALTY FOR UNATTENDED PART OF WORK	21
12	RECOVERY OF THE LOSS SUSTAINED DUE TO FRAUDE/ EMBZZLEMENT/ MISAPPROPRIATION OR NEGLIGENCE BY THE EMPLOYEES OF BIDDER.	21
13	ALTERNATION/ADDITION	21
14	ACCEPTANCE OF CONTRACT	21
15	FALL BACK ARRANGEMENTS	21
16	HANDING OVER ON TERMINATION	22
17	GOVERNING LAW AND JURISDICTION	22
18	LIEN	22
19	CORRUPT OR FRAUDULENT PRACTICES	22
20	PATENT RIGHTS	23
21	SETTLEMENT OF DISPUTES	23
22	ARBITRATION	23
23	BLACKLISTING OF THE BIDDERS:	24

Terms and conditions of the contract

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

1. **PERIOD OF CONTRACT:** The contract shall be made for the Reconciliation of Collection and Drawing Accounts for initial period one year which can be extendable for a further period of another year or more with mutual consent of both parties and on the basis of performance shown by the bidder. The performance of the bidder shall be watched regularly and continuously by the office of the FA/HQ, DHBVNL, 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 bidder commits breach of any of the terms and conditions of the contract. No compensation shall be payable in case the contract or the work awarded is rescinded on account of non-performance/unsatisfactory performance. The DHBVNL may advise the bidder for improvement in case the performance made by the agency is not considered as satisfactory or up to the mark.
2. **COMMENCEMENT OF WORK:** The commencement of the work shall take place immediately after the acceptance of the work order by the bidder.
3. **SECURITY DEPOSIT:** The earnest money of the successful Bidder shall be converted into security deposit. The security deposit shall be refundable 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 bidder 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 DHBVNL.
4. **RULE AND REGULATIONS:** The assigned job shall be carried out under the rules and regulations of DHBVNL in force and further guidelines/instructions issued by the DHBVNL from time to time in this regard. The DHBVNL shall also have the right to modify such instructions/guidelines and the bidder shall abide by such instructions/ guidelines without any extra charges unless and otherwise specifically agreed for such extra charges.

- 5. COMPLIANCE OF LAW:** The bidder 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.
- Labour Laws:-The bidder shall be fully responsible for compliance of all applicable labour laws in respect of staff/persons deployed by him for the assignment. The bidder shall be responsible for carrying out of all of its activities within the rules and laws in force. DHBVNL shall not be responsible for any of the un-lawful activity committed by the bidder / the staff of bidder. The bidder shall be liable for and shall indemnify DHBVNL against all losses, expenses or claim arising in connection with any unlawful activity committed by any person employed by the bidder for the purpose of assigned job.
- 6. ACCIDENTS:** The bidder shall be liable for and shall indemnify DHBVNL against all losses, expenses or claim arising in connection with the death or injury to any person employed by the bidder for the purpose of assigned job.
- 7. RESPONSIBILITY FOR RECORD/DOCUMENTS:** The bidder shall be fully responsible for upkeep, maintenance and safety of the record and documents supplied by the DHBVNL and also for the record/documents generated by the bidder. On completion of the contract/job the bidder will return all the documents supplied to it by the DHBVNL and shall also hand over all the record/documents generated by it for the purpose of completion of the assigned work in the soft as well as hard copies in the manner as determined by DHBVNL. The bidder shall also be responsible to make the loss good if suffered by DHBVNL, due to act of the bidder or its employees of bidder. No document /record shall be shown /disclosed to any other party nor utilized by the firm other than reconciliation purpose whatsoever, by the firm without express consent of DHBVNL.
- 8. CONDUCT OF STAFF OF BIDDER:** If any of the staff of bidder is found guilty of any misconduct or incompetence or negligence and then if so directed by the DHBVNL, the bidder shall at once remove such employee and replace him with a qualified and competent substitute.
- 9. COMPLETION OF WORK:** The first reconciliation report shall be prepared and submitted within a period of 1 (one) months from the date of handing over the

relevant record by the o/o FA/HQ, DHBVN, Hisar (as per Scope of Work). The subsequent reconciliation reports shall be submitted within 15 days from the date of handing of the record or finalization of Monthly Account by the CAO/A&R, DHBVN, Hisar, whichever is later.

- 10. PAYMENT:** Completion of contractual formalities by the bidder would be an essential requirement for claiming any payment. The bidder shall be entitled to get payment as under: -

The payment shall be made within 30 days after the acceptance of the reconciliation report by the FA/HQ, DHBVNL, Hisar by AO/EAD DHBVN ,Hisar.

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

- 11. PENALTY FOR UNATTENDED PART OF WORK:** In case of failure to complete the work as per scope of work, penalty @ half per cent per week or part thereof subject to a maximum 10% of the fees payable in respect of that month shall be imposed and recovery shall be affected from the bill (s) payable to the bidder or from the security deposited by the bidder.

- 12. RECOVERY OF THE LOSS SUSTAINED DUE TO FRAUD/EMBZZLEMENT/ MISAPPROPRIATION OR NEGLIGENCE BY THE EMPLOYEES OF BIDDER.**

In case any loss is sustained to the DHBVNL due to fraud/embezzlement/misappropriation of revenue committed by the employees of the bidder or the fraud/embezzlement/misappropriation of revenue committed in the reconciliation of Banking Collection & Drawing Accounts which could have been detected during the normal course of reconciliation, but remains undetected, the bidder shall be liable to pay the same to DHBVNL.

- 13. 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. DHBVNL and bidder.

- 14. 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.

- 15. FALL BACK ARRANGEMENTS:** In the event of the failure of the bidder to fulfill its obligations, duties and responsibilities as per the contract, DHBVNL shall have the right at any time to resort to fall back arrangement. Under this

plan, DHBVNL 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 bidder shall have to pay the difference to DHBVNL failing which DHBVNL will have the right to recover the same through legal or other means. In such circumstances the DHBVNL after taking the charge as above, shall have the right to manage the system itself or through any other bidder as it may deem fit and no claim of bidder for compensation in this respect shall be entertained.

16. HANDING OVER ON TERMINATION: Immediately after termination of the contract agreement the bidder will cooperate in handing over back all the facilities and record in good working order to DHBVNL. Upon termination of the contract/agreement, the authority of the Agency to act as Agent of DHBVNL in the area shall immediately cease.

17. GOVERNING LAW AND JURISDICTION: The agreement shall be governed under Indian law. Only appropriate courts at Hisar shall have exclusive court jurisdiction to deal with any matter arising out of or relating to the agreement or otherwise.

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

19. CORRUPT OR FRAUDULENT PRACTICES

The Nigam requires that Tenderers/ Suppliers /Bidders observe the highest standard of ethics during the execution of Nigam's contract. 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 any thing of value to influence the action of a public official in the reconciliation process or in contract execution: and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a reconciliation process or the execution of a contract to the detriment of the Nigam, and includes collusive practice among Tenderers/Bidders (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive the Nigam of the benefits of free and open competition;

- (b) will reject a proposal for award if it determines that the Tenderer/Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Nigam contract if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, a Nigam contract.

20. PATENT RIGHTS: The bidder shall indemnify the DHBVNL 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.

21. SETTLEMENT OF DISPUTES: If any dispute or difference of any kind whatsoever will arise between the DHBVNL and the Bidder 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 the parties have failed to resolve their dispute or difference by such mutual consultation, then either the DHBVN or the Bidder 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.

22. ARBITRATION: All matters, questions, disputes and/or claim arising out of and/or concerning and/or in connection and/or in consequences or relating to the contract whether or not obligations of either of both parties under the contract has been terminated or proposed to be terminated or completed shall be referred to a Single Arbitrator to be appointed by the MD DHBVN Hisar. The award of the arbitrator shall be final and binding on the parties to the contract.

23: BLACKLISTING OF THE BIDDERS: As the work order becomes a valid contract between the DHBVN and bidder 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 bidder should be summarily rejected, making it clear to bidder that the work should be strictly in accordance with the terms and conditions of the contract. It should be noted that such a liability can be enforced on the bidder only if the work order does not contain any term or condition contrary to what had been quoted in the bidder's tender. Once this is ensured, any attempt by the bidder to back out of his commitment will be taken seriously and his earnest money deposited be forfeited forthwith, without prejudice to any further legal remedies open to the Nigam under the relevant

laws. Where necessary, the case of bidder's 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 bidder and damages, if any, to be recovered.

- 24.** All Soft /Hard copies of reconciliation report shall be the property of DHBVN.

SECTION-IV

SCOPE OF WORK

SCOPE OF WORK

CONTENTS

SR. NO.	DESCRIPTION	PAGE NO.
1.	Object of reconciliation	27
2.	Book of references	27
3.	Period of reconciliation	28
4.	Sphere of reconciliation	28
5.	Submission of Reconciliation report	29
6.	Checking of status of reconciliation carried out by the bidder	29
7.	Submission of report of reconciliation	29

Scope of Work.

1. **Object of reconciliation:**

The object of reconciliation of Collections Account is to verify and ensure that credit of each and every payment (cash, cheque, demand draft, pay order and transfer of funds from field Bank to HO banks etc.) as stated to be deposited by the field offices through RIB files have been received in the designated Bank accounts of DHBVN. The basis of reconciliation of collections accounts should be sub division wise, matching of items of RIB should be cheque to cheque basis where cheques No. is available and cash to cash basis where cheque No. not available. So far as Online Transactions viz.a.viz Debit card, Credit Card, Amex Card, Net banking ,RTGS/NEFT/IMPS (with or without challan), Dynamic/Static QR code ,POS or any other approved online mode through payment gateways, Prepaid Wallets of any designated banks/agencies. The basis of reconciliation is with nigram's frontend service provider M/s Pragyaware Informatics or any other approved agencies ,RIB received from Subdivision as well as MIS provided by the service provider w.r.t unique transaction ID/ Reference.

Further, the object of reconciliation of Drawing Accounts is to verify and ensure that debit entries in the Bank Statements of DHBVN is only with reference to the cheques/Debit authorization issued by the concerned DDOs (as stated in the cheque drawn statements) and no extra debit raised by the Bank without any authorization by the DHBVN or the authorization of the designated officer of the Nigram in this regard.

The reconciliation of Collection & Drawing accounts should be able to detect frauds/ embezzlements/ losses, if any and to suggest the internal control system to avoid reoccurrence of such cases.

Compilation of Monthly Accounts for Collection & Drawing account.

2. **Book of references:**

All the reference Books/records i.e. RIB Files & cheque drawn statements submitted by the field offices and Bank statements etc. (in soft format wherever available otherwise in hard copies, which have to be manually feeded by the bidder himself) will be supplied by the O/o FA/HQ, DHBVNL, Hisar or to be generated/ downloaded from the DHBVN system. These books/records shall remain the property of DHBVNL.

3. **Period of reconciliation:**

The reconciliation is to be carried out w.e.f. April 2020 to March 2021 in the first instance. The first reconciliation report shall be prepared and submitted within a period of 1 (one) months from the date of handing over the relevant record by the o/o FA/HQ, DHBVN, Hisar.

Before starting of the above reconciliation work, DHBVN will provide the data for the period January to March. 2020 for which the reconciliation has already been got done by the DHBVN and the bidder shall have to reconcile the same through its software. The reports as generated through the bidder's software will be test checked from Nigam earlier reports in confirmation of satisfactory work. **No charges/ cost incurred for this reconciliation of January 2020 to March 2020 will be paid by the DHBVN.** The bidder has to submit these reports within a period of 1 month from the date of delivery of data, failing which the work orders will liable to be terminated by forfeiting the EMD & Security deposits of the bidder.

The bidder shall develop software for the reconciliation work. The software should be developed in .NET framework or higher version and should have web based interface.

The software shall be tested by the representative of this office before start of the work. He will also associate a person with accounting background who shall remain present at the time of discussion/ interactions with the DHBVN alongwith hard copy of reports in triplicate duly binded, the bidder shall also provide all the reports & its Annexure in soft format.

4. **Sphere of Reconciliation:**

All records connected directly or indirectly with the present work order are to be checked by the bidder. For reconciliation the following inputs are to be provided by the o/o FA/HQ, DHBVN, Hisar and Output reports to be provided by the bidder. All data entry i.e. entry of RIB statements, Cheque drawn statements, bank statement etc is required to be punched by the bidder in its system i.e. punching of input data is in the scope of this work.

Inputs: The following inputs will be supplied by the DHBVNL

- (a) Monthly RIB statements showing the details of collections during the month, as supplied by the field offices.
- (b) Monthly cheque drawn statements showing the details of cheques drawn by various DDOs in DHBVN.

(c) Bank statements of all the Collection as well as Drawing Bank Accounts of DHBVN.

Outputs Reports:-

(a) Matched RIB reports (where all the items of cheque to cheque and cash to cash RIB matched with the Credit received in the Banks).

(b) Un matched IRB Items for which necessary credits could not be linked (sub division wise, separately for cheque and cash).

(d) Field Bank and Main Bank unlinked credit reports.

(e) Sub Division wise and Bank wise summary reports showing matched, unmatched, Dishonoured Cheques, Banks opening / closing balances, matched, unmatched TTs etc.

(f) Bank wise Abstract of summary report showing the details of opening of unmatched cheques & dishonoured cheques, added during the month, cleared during the months, closing balance of various banks.

DHBVN will only provide the input data and all stationary, hardware, preparation of software for the purpose will be of the bidder. The bidder shall 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 will be provided accordingly.

Two copies of compiled monthly accounts for Collection and Drawing Accounts duly annexed with bank statement ,zonal voucher as well as MIS as required.

5. Submission of Reconciliation report & Monthly Accounts :

The complete reconciliation reports (separately for Collection Accounts and Drawing Accounts) will be submitted on monthly basis to the FA/HQ, DHBVNL, Hisar. The first reconciliation report shall be prepared and submitted within a period of 1 (one) months from the date of handing over the relevant record by the o/o FA/HQ, DHBVN, Hisar and the reports for the subsequent shall be submitted within 15 days of the complete record made available to the bidder. Any deviation shall be conveyed by the bidder in writing. Two copies of compiled monthly accounts for Collection and Drawing Accounts duly annexed with bank statement ,zonal voucher as well as MIS as required, upto the 20th of the following month.

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.

6. Checking of status of reconciliation carried out by the bidder:

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

7. Payment of Bill

The reconciliation reports as per 4 & 5 above shall be submitted to the office of FA/HQ, DHBVN, Hisar on monthly basis. The payment shall be made within 30 days of the acceptance of the report by the FA/HQ, DHBVN, Hisar after deducting statutory levies & penalty, if any by the office of AO/EAD DHBVN,Hisar.

SECTION-V

PARTICULARS OF THE BIDDER

PARTICULARS OF THE BIDDER

1.	Name of the bidder.	
2.	Postal address.	
3.	Telephone No.	
4.	Fax No.	
5.	Email.	
6.	Type of organization: (Tick ✓)	<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership
7.	Date of commencement of business.	
8.	Name of proprietor/Partners/ 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 Page _____ to _____ page
13.	Balance sheet and P&L Accounts of past 2 financial years.	Page _____ to _____ page
14.	Letters/certificates for successful completion of work from Electricity Companies/Board/other.	Page _____ to _____ page
15.	Details of any collaboration/tie up with Indian/Overseas Agency/Organization.	Page _____ to _____ page
16.	Any other additional information/certificate.	Page _____ to _____ page

SECTION-VI

PRICE SCHEDULE

PRICE SCHEDULE

Sr. No.	Particulars	Estimated Entries per month	Rate per entry per month		Total Amount
			(In Figures)	(In Words)	3*4
1	2	3	4	5	6
1	Reconciliation of Collection Accounts (per entry per month against RIB)	550000 Entries			
2	Reconciliation of Drawing Accounts (per entry per month against RIB)	4000 Entries			
3	Compilation of Monthly Accounts for Collection and Drawing Account.	Per Month			
4	Total Amount				

The quoted rates will be firm and inclusive of all charges/Costs etc. However the GST shall be paid extra as applicable.

Note: Total amount as calculated above (Sr. No. 4) shall be considered to evaluate the cost of tender.

Authorized Signatory

(Seal/Rubber Stamp)

SECTION-VII

ANNEXURE

ANNEXURE

CONTENTS

Annexure	DESCRIPTION	PAGE NO.
A.	Deviation Proposed	37

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. **2000/-**plus GST through Debit Cards & Internet Banking Accounts .
 - b) Earnest Money Deposit (EMD) **Rs. 25000 /-** shall be submitted through online payment mode via through Debit Cards & Internet Banking Accounts and through RTGS / NEFT.
 - c) E-service fees **Rs. 1,000/-(GST Extra)** 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 be 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>.

For queries on Tenders Haryana Portal, kindly contact:-

Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

Tel :	0120-4200462, 0120-4001002
Mobile :	8826246593
E-Mail :	support-eproc[at]nic[dot]in
	For any technical related queries please call at 24 x 7 Help Desk Number
	0120-4001 002
	0120-4200 462
	0120-4001 005
	0120-6277 787
	International Bidders are requested to prefix 91 as country code
	EMail Support
	A) For any Issues or Clarifications relating to the published tenders,
	bidders are requested to contact the respective Tender Inviting Authority
	Technical - support-eproc(at)nic(dot)in