DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED

BID DOCUMENT

(NIT No. 01/SE/OP/SRS/2015-16)

FOR

APPOINTMENT OF RETAIL SUPPLY FRANCHISEE ON RANIA CITY FEEDER (REFERRED TO AS PROJECT AREA) UNDER OPERATION S/DIVN RANIA, UNDER XEN (OP) S/U DIVISION DHBVN, SIRSA OF OPERATION CIRCLE SIRSA FALLLING UNDER THE DISTRIBUTION LICENSE AREA OF DHBVN

ON

ADDITIONAL REVENUE SHARING BASIS TO REDUCE THE DISTRIBUTION/AT&C LOSS IN PROJECT AREA

Superintending Engineer,
Operation Circle, DHBVN,
Barnala Road, Sirsa-125055 (Haryana)
Tel. No. 01666-238453 Fax 01666-238459
Email ID sesirsa@gmail.com
DAKSHIN HARYANA BIJLI VITRAN NIGAM

NOTICE INVITING TENDER
(NIT No. 01/SE/OP/SRS/2015-16)

E-tenders are invited in two parts (Part I Technical Bid & Part II Price Bid) by SE/Operation, DHBVN, Sirsa on behalf of Dakshin Haryana Bijli Vitran Nigam (DHBVN) from competent registered companies (under the Indian Companies Act, 1956), trust, individuals, users’ association, consortium (having not more than four members), NGOs on the prescribed formats, as per following details:

<table>
<thead>
<tr>
<th>NIT No.</th>
<th>Brief Scope of work</th>
<th>Earnest Money deposit (In Rs.)</th>
<th>Tender documents Fees (Non-refundable) (In Rs.)</th>
<th>E-Service Fee (Non-refundable) (In Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/SE/OP/SRS/2015-16</td>
<td>APPOINTMENT OF RETAIL SUPPLY FRANCHISEE ON RANIA CITY FEEDER (REFERRED TO AS PROJECT AREA) UNDER OPERATION S/DIVN, RANIA UNDER XEN/OP, S/U DHBVN, SIRSA OF OPERATION CIRCLE SIRSA FALLLING UNDER THE DISTRIBUTION LICENSE AREA OF DHBVN ON ADDITIONAL REVENUE SHARING BASIS TO REDUCE THE DISTRIBUTION/AT&amp;C LOSS IN PROJECT AREA</td>
<td>1.0 Lac</td>
<td>4000/-</td>
<td>1000/-</td>
</tr>
</tbody>
</table>

Scope of work

Broad Scope of Work is as follows-

a) Reading consumers meters/bill distribution.
b) Operating spot billing machine for bill generation.
c) Revenue realization including bill collection.
d) Operationalise new connection.
e) Installation and replacement of meter with Discoms approval.
f) Assistance in load enhancement for the consumer.
The prospective bidder should fulfill the qualification criteria specified in the bid documents

1. The Tender Documents fee and E-Service will be paid online.
2. Part-I of the e-tenders against the above NIT will be opened in the office of the Superintending Engineer/Operation, DHBVN, Sirsa as per schedule above.
3. The earnest money shall be deposited online in cash by the firm through Debit Card or RTGS/ NEFT or Net banking. It is expected of the prospective bidder 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.
4. DHBVN reserves the right to reject one or all of the tenders received, without assigning any reason.
5. The tender documents having detailed terms and conditions can be downloaded from the website https://haryanaeprocurement.gov.in from 02.11.2015 onwards. The e-tenders shall be received through website only. All interested firms are requested to get themselves registered as vendors with the said website for submitting their bids. For any assistance, please contact, Mr. Lalit Saini (09034357793) or Toll free no. 1800-180-2097 of M/s Nex Tenders (India) Pvt. Ltd., Panchkula. The price bid is to be submitted on-line only. The Price bid in hand / paper form shall not to be accepted / entertained.
6. Only those tenders shall be considered who deposit the earnest money and tender cost & transaction fee by due date.
7. A pre-bid meeting will be held in the office of Superintending Engineer/Operation, DHBVN, Sirsa on 09.11.2015 at 3.00 P.M. The prospective bidder can submit their queries to the office of undersigned on or before the aforesaid date.
8. Corrigendum, if any would be published online on the website.

Superintending Engineer,
Operation Circle, DHBVN,
Barnala Road, Sirsa-125055 (Haryana)
Tel. No. 01666-238453 Fax 01666-238459
Email ID sesirsra@gmail.com
DAKSHIN HARYANA BIJLI VITRAN NIGAM

NOTICE INVITING TENDER
(NIT No. 01/SE/OP/SRS/2015-16)

E-tenders are invited in two parts (Part I Technical Bid & Part II Price Bid) by SE/Operation, DHBVN, Sirsa on behalf of Dakshin Haryana Bijli Vitran Nigam (DHBVN) from competent registered companies (under the Indian Companies Act, 1956), trust, individuals, users’ association, consortium (having not more than four members), NGOs on the prescribed formats, as per following details:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>NIT No.</th>
<th>Brief Scope of work</th>
<th>Earnest Money deposit (In Rs.)</th>
<th>Tender documents Fees (Non-refundable) (In Rs.)</th>
<th>E-Service Fee (Non-refundable) (In Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>01/SE/OP/SRS/2015-16</td>
<td>APPOINTMENT OF RETAIL SUPPLY FRANCHISEE ON RANIA CITY FEEDER (REFERRED TO AS PROJECT AREA) UNDER OPERATION S/DIVN, RANIA UNDER XEN/OP, S/U DHBVN, SIRSA OF OPERATION CIRCLE SIRSA FALLLING UNDER THE DISTRIBUTION LICENSE AREA OF DHBVN ON ADDITIONAL REVENUE SHARING BASIS TO REDUCE THE DISTRIBUTION/AT&amp;C LOSS IN PROJECT AREA</td>
<td>1.0 Lac</td>
<td>4000/-</td>
<td>1000/-</td>
</tr>
</tbody>
</table>

The tender documents having detailed terms and conditions can be downloaded from the website [http://haryanaeprocurement.gov.in](http://haryanaeprocurement.gov.in) & for details, please visit [www.dhbvn.org.in](http://www.dhbvn.org.in)

Help Desk: 1800-180-2097, Corrigendum, if any would be published online on the website.

Superintending Engineer
‘OP’ Circle DHBVN, Sirsa
### Table A

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tenderer must carefully study the technical specifications and general terms and conditions before preparation of tender. All terms and conditions of NIT and Corrigendum (if any) shall be applicable.</td>
</tr>
<tr>
<td>2.</td>
<td>Tenders cannot be submitted after the scheduled closing date and time of bidding. Bids shall have to be submitted online only.</td>
</tr>
<tr>
<td>3.</td>
<td>The tenders not meeting the requirement of pre-qualification conditions, necessary terms and conditions of the NIT and Nigam’s technical specifications shall be rejected.</td>
</tr>
<tr>
<td>4.</td>
<td>All the tenders must be accompanied by tender cost, e-service fee and earnest money through online mode as per requirement of web-portal.</td>
</tr>
<tr>
<td>5.</td>
<td>The Bids should remain valid for 120 days from the date of opening of Part-II (i.e. Price bid) otherwise the same will not be opened and rejected out-rightly.</td>
</tr>
<tr>
<td>6.</td>
<td>Memorandum of article and memorandum of association, partnership deed in case of private limited, public limited or partnership firms as the case may be shall be uploaded online and attached with the tender.</td>
</tr>
<tr>
<td>7.</td>
<td>Bidder shall have to submit their offer in an ambiguous free wording, failing which DHBVN interpretation will be final.</td>
</tr>
<tr>
<td>8.</td>
<td>The successful bidder shall submit the bank guarantee from a Scheduled/ Nationalized Bank or a Security in the shape of pledging land/immovable property etc. or a combination of both of a value equal to 2 times of average bi-monthly billing amount assessed by the Nigam in the last financial year within 30 days of issue of LOA. (As per attached performa placed as Schedule-6).</td>
</tr>
<tr>
<td>9.</td>
<td>The revision of price bid after opening of part-I i.e. technical and commercial part of the tender is not allowed. In case of withdrawing the same within the validity period. The EMD amount submitted by the bidder shall be forfeited.</td>
</tr>
</tbody>
</table>
| 10. Terms of Payment: -
| Payment shall be made to the bidder for the number of consumer meters read/bill generated/bill distributed/revenue collected on per unit rates basis. The bills shall be submitted by the agency on monthly basis. 90% payment to the appointed agency shall be paid on 30th day of the date of submission of undisputed invoices by the agency after completion of the contractual formalities.

    The invoices for the Revenue Sharing, Incentives and penalty shall be raised on quarterly basis by the contractor. The payment shall be made after due verification from SDO Operation, concerned.

    Balance 10% payment shall be released after 3 months of completion of contract and also ascertaining satisfactory performance of the contract by the SE/OP, concerned. The payment of bill shall be made by the concerned XEN Operation after due verification from SDO/OP concerned.

| 11. In case the bank guarantee/Security is not submitted within 30 days from the date of issue of LOA or the date if any stipulated by the purchasing authority, the Penalty @ 0.35% per week or part thereof of the value of BG/Security would be charged from due date of submission, till the BG or DD in lieu of BG or security in terms of pledging of land or a combination of both is submitted by the firm. As per clause 1.17 of Instructions to Bidders)
| 12. Bank Guarantee submitted by the tenderer/contractor as performance security shall be got verified from the concerned bank by the Nigam and thereafter payment if, any shall be released.
| 13. EMD is liable to be forfeited in case of evidence of cartel formation by the bidder (s) and Penal action shall be taken against the firm.
| 14. The Nigam reserves to right to reject any or all the tenders received without assigning any reason.
| 15. The firm failing to accept the LOI/ work order after having made commitments before allotment authority, shall be blacklisted from doing business with Nigam and earnest money (EMD) of the firm shall be forfeited.
| 16. Pre-Qualification Requirement.
| Technical Criteria:-
| • Bidder should have local area presence.
| • Relevant experience and working team. The bidder shall provide the CVs of the proposed team to be deployed by the bidder.
| • Technical competency. The member of the team should possess minimum qualification of ITI in Electrical Trade with two years experience.
| • Interaction/ presentation. The firm shall supply the proposed methodology for carrying
out the work.
**Financial Criteria:**

Bidder should be Financially capable to undertake the work and its associated risks i.e. the bidder should have either the clear title of land in his name or Annual turnover in the last audited financial year i.e. FY 2013-14 or a combination of both, worth three times the average bi-monthly billing amount assessed by the Nigam in the last financial year.

**Other terms and conditions for qualification:**

1. The competent registered companies (under the Indian Companies Act, 1956), trust, individuals, users’ association, consortium (having not more than four members), NGOs CONSORTIUM shall be eligible for participation provided they fulfill the above specified technical and financial qualification criteria. Proof of identity shall be given.

2. Bidder shall have preferably local area presence.

3. The Bidder should have never been blacklisted by any Government Department of any state or by a utility.

4. None of the member/bidder should have any FIR registered against him/them or convicted by the Court of Law. An affidavit in this regard shall be furnished by the bidder.

**Documents (if applicable) to be submitted along with the bid online and hard copy to be provided along with tender**

1. Power of Attorney/Board Resolution in favour of signatory of the bid.

2. Copies of original documents defining the constitution or legal status, place of registration and principal place of business.

3. Memorandum of article and memorandum of association, partnership deed in case of private limited, public limited or partnership firms and proprietorship paper in case of individual as the case may be shall be provided by the bidder.


5. Qualification details as per Section III Part I.

6. Earnest money as specified.

7. Information regarding any litigation, current or during the last two financial years, in
which the Bidder is involved, the parties concerned and disputed amount.

viii. The declaration by the firm on NJSP worth Rs.100 that it is not blacklisted by any State Govt. Department, Power Utilities or any other Agency for the past three years and shall be liable for the consequences of wrong declaration.

ix. An undertaking from the bidder that their bid is valid for 120 days from the date of opening of price bid (Part-II)

x. An undertaking that the bidder is not anticipating any ownership change in accordance with Clause No. 1.9 of Section-I.

xi. Audited copy of balance sheet and profit and loss statement of last three financial year

xii. Bidder shall submit an undertaking that he shall deploy adequate manpower/personnel having qualification and experience as defined under Clause No.10.2 of Section-II.

xiii. Bidder shall submit documentary evidences such as Work order copies, work completion certificate, report copies and performance certificates.

xiv. None of the member/bidder should have any FIR registered against him / them or convicted by the Court. An affidavit in this regard shall be furnished by the bidder.

<table>
<thead>
<tr>
<th>No.</th>
<th>Requirement</th>
</tr>
</thead>
</table>
| 23  | I will supply the Tech & Commercial Deviation  
    (Upload the relevant document on prescribed Performa as per Schedule -1 & 2). |
| 24  | I will supply the Performa of letter of undertaking on NJSP worth Rs.100/-  
    (Upload the relevant document ) |
| 25  | I will supply the duly filled qualification and general profile details as per Section IV Part-1.  
    (Upload the relevant document on prescribed Performa as per Schedule -1 & 2). |
| 26  | I will supply the duly filled qualification and general profile details as per Section IV Part-1.  
    (Upload the relevant document on prescribed Performa as per Schedule -1 & 2). |
<table>
<thead>
<tr>
<th>SECTION</th>
<th>DESCRIPTION</th>
<th>Bidder response (Agree/Disagree)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>INSTRUCTIONS TO BIDDERS (ITB)</td>
<td></td>
</tr>
<tr>
<td>II</td>
<td>GENERAL CONDITIONS OF CONTRACT (GCC)</td>
<td></td>
</tr>
<tr>
<td>III Part-1</td>
<td>Qualification Requirement</td>
<td></td>
</tr>
<tr>
<td>III Part-2</td>
<td>General Information &amp; Scope of Work</td>
<td></td>
</tr>
<tr>
<td>IV Part-1</td>
<td>QUALIFICATION AND GENERAL PROFILES DETAILS</td>
<td></td>
</tr>
<tr>
<td>IV Part-2</td>
<td>Financial offer</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Schedule 1 to 6</td>
<td></td>
</tr>
<tr>
<td>Contents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>SECTION – I</td>
<td></td>
<td></td>
</tr>
<tr>
<td>INSTRUCTIONS TO BIDDERS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1  INTRODUCTION</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2  FILLING OF BIDS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3  EARNEST MONEY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4  COST OF TENDER DOCUMENTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5  DOCUMENTS TO BE ENCLOSED WITH THE BID</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6  VALIDITY OF OFFERS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.7  OWNERSHIP CHANGE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.8  CAPACITY OF WORK</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.9  PRICES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.10 QUANTITIES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.11 OPENING OF FINANCIAL BID</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.12 AWARD CRITERIA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.13 NOTIFICATION OF AWARD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.14 SIGNING OF CONTRACT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.15 CONTRACT PERFORMANCE GUARANTEE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.16 OWNER’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.17 FIELD CONDITIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.18 GENERAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.19 IMPORTANT INSTRUCTIONS TO BIDDERS FOR E-TENDER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SECTION II</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Article</td>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>DEFINITION OF TERMS</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>CONTRACT PERIOD</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>CONTRACT PERFORMANCE GUARANTEE</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>RULES &amp; REGULATIONS</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>LABOUR LAWS</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>ELECTRICITY RULES AND REGISTRATION</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>SAFETY OF SYSTEM</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>INSURANCE</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>LIABILITY FOR ACCIDENTS AND DAMAGES</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>MAINTENANCE OF FACILITIES AND PERSONNEL</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>NOTIFICATION</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>AGENCY’S RIGHTS</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>CONTRACT AGREEMENT</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>FALL BACK ARRANGEMENT</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>HANDING OVER ON TERMINATION</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>NON-ASSIGNMENT</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>JURISDICTION FOR LEGAL PROCEEDINGS</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>CONDUCT OF AGENCY’S STAFF</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>LIEN</td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>AGENCY TO INFORM HIMSELF FULLY</td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>COMMENCEMENT OF WORK</td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>DELAY IN COMPLETION OF WORK</td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>TERMS &amp; MODE OF PAYMENT</td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td>TAXATION</td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>FORCE MAJURE</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>26.</td>
<td>SUSPENSION OF WORKS</td>
<td>27.</td>
</tr>
<tr>
<td>28.</td>
<td>EFFECTING RECOVERIES</td>
<td>29.</td>
</tr>
<tr>
<td>30.</td>
<td>INSPECTIONS AND TESTING</td>
<td>31.</td>
</tr>
<tr>
<td>32.</td>
<td>TERMINATION AND DESCOPING</td>
<td>33.</td>
</tr>
<tr>
<td>34.</td>
<td>ARBITRATION</td>
<td>35.</td>
</tr>
<tr>
<td>36.</td>
<td>INDEMNIFICATION</td>
<td>37.</td>
</tr>
<tr>
<td>38.</td>
<td>INCENTIVES AND PENALTIES FRAMEWORK</td>
<td>39.</td>
</tr>
</tbody>
</table>

**SECTION III (PART I)**

QUALIFICATION REQUIREMENT

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>INTRODUCTION</td>
</tr>
<tr>
<td>2.</td>
<td>BID QUALIFICATION REQUIREMENTS</td>
</tr>
<tr>
<td>3.</td>
<td>PERSONNEL CAPABILITIES</td>
</tr>
<tr>
<td>4.</td>
<td>INFRASTRUCTURE AVAILABILITY</td>
</tr>
<tr>
<td>5.</td>
<td>FINANCIAL CAPABILITY</td>
</tr>
</tbody>
</table>

**SECTION III (PART II)**

GENERAL INFORMATION

SCOPE OF WORK
<table>
<thead>
<tr>
<th>SECTION IV (Part 1)</th>
<th>QUALIFICATION AND GENERAL PROFILES DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION IV (Part 2)</td>
<td>FINANCIAL OFFER</td>
</tr>
<tr>
<td></td>
<td>Commercial Terms &amp; Conditions</td>
</tr>
<tr>
<td></td>
<td>Technical Terms &amp; Conditions</td>
</tr>
<tr>
<td></td>
<td>Qualification Requirements Details</td>
</tr>
<tr>
<td></td>
<td>List of Past Experience</td>
</tr>
<tr>
<td></td>
<td>Declaration of Equipment and Technical Hands</td>
</tr>
<tr>
<td></td>
<td>PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE</td>
</tr>
</tbody>
</table>
SECTION – I
INSTRUCTIONS TO BIDDERS

1.1 INTRODUCTION

E-tenders are invited in two parts (Part I Technical Bid & Part II Price Bid) by SE/Operation, DHBVN, Sirsa on behalf of Dakshin Haryana Bijli Vitran Nigam (DHBVN) from competent registered companies (under the Indian Companies Act, 1956), trust, individuals, users’ association, consortium (having not more than four members), NGOs for APPOINTMENT OF RETAIL SUPPLY FRANCHISEE ON RANIA CITY FEEDER (REFERRED TO AS PROJECT AREA) UNDER OPERATION S/DIVN RANIA UNDER XEN/OP, S/U DHBVN, SIRSA OF OPERATION CIRCLE SIRSA FALLLING UNDER THE DISTRIBUTION LICENSE AREA OF DHBVN

The bidders, in their own interest are requested to read these instructions and the terms and conditions as incorporated in Section II & III very carefully before filling the bid form. If they have any doubt about the meaning or any portion thereof, they may clarify the same from CE/Commercial, Vidyut Sadan, DHBVN, Hisar.

The details of consumers, DTs, HT line, LT Line and average monthly billed amount and AT&C losses on the selected feeder(s) are as under:-

<table>
<thead>
<tr>
<th>Name of Sub Division</th>
<th>Name of feeder</th>
<th>No. of consumers</th>
<th>Total No. of DTs</th>
<th>Length of HT line in KM</th>
<th>Length of LT line in KM</th>
<th>Average monthly billed amount during FY-2014-15 (in Rs. lacs)</th>
<th>Average monthly realization during FY-2014-15 (in Rs. lacs)</th>
<th>AT&amp;C losses during FY-2014-15 (in %)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SDO, Sub-Divn. Rania</td>
<td>Rania City Feeder</td>
<td>3118</td>
<td>80</td>
<td>25.90</td>
<td>16.50</td>
<td>49.71</td>
<td>39.03</td>
<td>64.62</td>
</tr>
</tbody>
</table>

1.2 FILLING OF BIDS

1.2.1 Online Bids are to be submitted in two parts i.e. Techno Commercial Bid (Part-I) and Financial Bid (Part-II). The techno commercial bid and price bid shall be submitted online on the web portal and the date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid on web portal is upto 13.00 hrs of 17.11.2015. However a copy of Techno-Commercial Bid along with requisite documents shall be submitted by the bidder on the next working date i.e. upto 13.00 Hrs of 18.11.2015.

1.3 EARNEST MONEY

1.3.1 The bidder shall deposit along with bid an amount of Rs. 1 Lac as Earnest Money as per the mode defined under instruction to bidder for e-tender.
1.3.2 Any bid not secured in accordance with para 1.3.1 above will be rejected by DHBVN as non-responsive.

1.3.3 Request for adjustments/proposals for acceptance of Earnest Money deposits, if any, already lying with the Nigam in connection with some other bids/orders shall not be entertained.

1.3.4 EMD of Unsuccessful Bidders will be refunded within 2 weeks after the award of the contract.

1.3.5 EMD furnished by the Successful bidders will be refunded within 7 days from the receipt of confirmation of Performance Bank Guarantee as per contract by the Accounts Wing/ DDO on intimation to the SE/Operation, DHBVN, Sirsa for making necessary entry in the EMD register.

1.3.6 The EMD may be forfeited:
   a. If the bidder withdraws / modifies its bid during the period of bid validity specified by the bidder in the tender; or
   b. If the bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid; or
   c. If as per the qualifying requirements the bidder has to submit a Deed of Joint Undertaking and he fails to submit the same duly attested by Notary Public of the place(s) of the respective executants (s) or registered with the Indian Embassy/High commission in that country, within ten days from the date of intimation of bid discussion; or
   d. In case of a successful bidder, if the Bidder fails to sign the contract; or
   e. In case of a successful bidder, if the Bidder fails to furnish the performance Bank guarantee.

1.3.7 The EMD shall be submitted along with the bid in separate sealed envelope-I and also photocopy thereof to be attached with the bids. Any bid not accompanied by the required EMD in accordance with provisions of this clause will be rejected and shall not be opened.

1.3.8 No interest shall be payable on such deposits.

1.4 COST OF TENDER DOCUMENTS

The tender documents having detailed terms and conditions can be downloaded from the website https://haryanaeprocurement.gov.in from 02.11.2015 onwards. Bidders are required to pay the tender documents fees (non-refundable) and E-Service fee (non-refundable) online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering Portal https://haryanaeprocurement.gov.in.
1.5 DOCUMENTS TO BE ENCLOSED WITH THE BID

The techno commercial bid and price bid shall be submitted online on the web portal and the date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid on web portal is upto 13.00 hrs of 17.11.2015. However a copy of Techno-Commercial Bid along with requisite documents shall be submitted by the bidder on the next working date i.e. upto 13.00 Hrs of 18.11.2015.

Following documents are required to be uploaded along with bids for Retail Supply Franchisee-

PART I OF BID: PRE QUALIFICATION, TECHNICAL PARAMETERS & COMMERCIAL TERMS & CONDITIONS:

The bidder shall submit the following document/information with Part I of the Bid (if applicable):

i. Covering Letter.

ii. Signed COPY OF Bid Documents.

iii. Power of Attorney/Board Resolution in favour of signatory of the bid.

iv. Copies of original documents defining the constitution or legal status, place of registration and principal place of business. Memorandum of article and memorandum of association, partnership deed in case of private limited, public limited or partnership firms and proprietorship paper in case of individual, as the case may be shall be provided by the bidder.

v. Statement of deviations from the bid documents as per Schedule-1&2.

vi. Qualification details as per Section III Part I.

vii. Earnest money as specified.

viii. Information regarding any litigation, current or during the last two financial years, in which the Bidder is involved, the parties concerned and disputed amount.

ix. The declaration by the firm on NJSP worth Rs.100 that it is not blacklisted by any State Govt. department, Power Utilities or any other Agency for the past three years and shall be liable for the consequences of wrong declaration.

x. Other details as called for in the bid documents or which the bidder may like to highlight.

xi. An undertaking from the bidder that their bid is valid for 120 days from the date of opening of price bid (Part-II)

xii. An undertaking that the bidder is not anticipating any ownership change in accordance with Clause No. 1.9 of Section-I.

xiii. Audited copy of balance sheet and profit and loss statement of last three financial years.
xiv. Bidder shall submit an undertaking that he shall deploy adequate manpower/ Personnel having qualification and experience as defined under Clause No.10.2 of Section-II

xv. Bidder shall submit documentary evidences such as Work order copies, work completion certificate, report copies and performance certificates.

xvi. None of the member/bidder should have any FIR registered against him / them or convicted by the Court of Law. An affidavit in this regard shall be furnished by the bidder.

PARTII: FINANCIAL OFFER:

The bidder in the format given in Section IV Part 2 shall submit the financial offer.

1.6 VALIDITY OF OFFERS

Bids shall be valid for a minimum period of 120 days from the date of opening of price bid. Bids mentioning a shorter validity period than specified are likely to be ignored.

1.7 OWNERSHIP CHANGE

The Bidder shall be financially sound and must not be anticipating any ownership change during the period from Bid submission till expiry of contract period. However, in case the firm is anticipating any such ownership change/take over at any stage of the entire bid process and during the execution of contract, they shall seek prior approval from the Employer well in time. It shall be the sole discretion of the Employer to grant permission for such change in ownership / take over and if allowed by the Nigam for ownership change, the new company shall own all responsibilities and liabilities under the contract and the old firm should not be blacklisted by any state/centre government or any of its agency.

1.8 CAPACITY TO WORK

1.8.1 In order to satisfy the Owner that the person/firm bidding is technically/financially capable of executing the proposed order for the work covered by the specification, the bidder shall furnish evidence to this effect in the relevant schedule. Bidder may also furnish any other information in this regard which according to them qualifies for getting the order.

1.8.2 In case the Owner desires to examine and inspect through his representative(s) the said equipment and / or the works of the bidder, necessary facilities for the same shall be timely arranged by the bidder failing which the offer is liable to be rejected.

1.8.3 The bidder shall furnish a copy of audited copy of Balance-Sheet of last three financial years

1.8.4 In case the bidder have supplied the material/works in the past to the Nigam or any other electrical utilities, then they will provide the complete details of them with date
along-with the details of purchase order(s) obtained in last year indicating quantities and value thereof as per the prescribed format.

1.9 **PRICES**

1.9.1 The rates/ price for Retail Supply Franchisee activity will be quoted per consumer connection wise and shall include all type of taxes excluding service tax. The service tax as per the prevailing rates at the time of payment shall be paid extra by the DHBVN. The Tenderers are requested to quote FIRM Price in Indian Rupees only.

1.9.2 It is the responsibility of the tenderer to make sure about the correct rates of duty/tax if any levied on the work/service at the time of tendering. If the rates assumed by the Tenderers are less than the current rates prevailing at the time of tendering, the DHBVN will not be responsible for the mistake.

1.9.3 Representation for enhancement of rates once accepted will not be considered.

1.9.4 When there is a difference between the rates in figure and words, lower of the two rates shall be taken as valid and correct.

1.10 **QUANTITIES**

The Employer reserves the right to increase or decrease the Contract value or the quantity of Bid and services specified without any change in the unit price or other terms and conditions during the execution of the Contract depending upon the final route plan/actual execution required. The payment shall be made on actual basis for the services rendered.

1.11 **Opening of Financial Bid (i.e. Price Bid Part-II)**

The bidder who supplies the requisite documents as per Clause 1.5 and meets with the qualification requirement set out in Section-III Part-I shall be eligible for opening of financial bid.

1.12 **EVALUATION METHODOLOGY**

1.12.1 Technical bids shall be opened first and bidders scoring minimum 70 marks (70%) shall only be eligible for further evaluation and opening of financial bid.

1.12.2 Technical bids shall be evaluated based upon below given methodology:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Criteria</th>
<th>Max. Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Technical Criteria</td>
<td></td>
</tr>
</tbody>
</table>

**Scoring of technical proposal shall be done as follows:**
Firms technical score = A1+A2+A3

Bidder should be Financially capable to undertake the work and its associated risks i.e. the bidder should have either the clear title of land in his name or Annual turnover in the last audited financial year i.e. FY2013-14 or a combination of both, worth three times the average bi-monthly billing amount assessed by the Nigam in the last financial year. The marks shall be assigned as under:-

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Turnover or Value of Clear Title of Land or a combination of both (times the average bi-monthly billing amount assessed by the Nigam in the last financial year)</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>&lt; 3 times</td>
<td>0</td>
</tr>
<tr>
<td>2</td>
<td>≥3 times to less than 4 times</td>
<td>32</td>
</tr>
<tr>
<td>3</td>
<td>≥4 times to less than 5 times</td>
<td>36</td>
</tr>
<tr>
<td>4</td>
<td>≥ 5 times</td>
<td>40</td>
</tr>
</tbody>
</table>

A2

Relevant experience and working team.

The bidder shall provide the CVs of the proposed team to be deployed by the bidder. The member of the team should possess minimum qualification of ITI in Electrical Trade with two years experience.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Total work experience</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>≥2 years and less than 3 years</td>
<td>14</td>
</tr>
<tr>
<td>2</td>
<td>≥3 years and less than 4 years</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>≥4 years</td>
<td>20</td>
</tr>
</tbody>
</table>
1.13 **Award Criteria**

(a). The Price discovery for award of work shall be generally determined based on the rates quoted by L1 bidder and the negotiations, if any, held with the lowest bidder. However for the award of works negotiations could be held up to L3 bidder, if the difference between the L1 quoted rates and those quoted by the L2 and L3 is within 5% of the L1 quoted rates. In cases where the L1 bidder refuses to further reduce his offered price and the L2 or L3 bidder comes forward to offer a price which is better than the price offered by L1 bidder, the bidder whose price is accepted becomes the L1 bidder.
However, in such a situation, the original L1 bidder shall be given one more opportunity to match the discovered price. In case of acceptance, he would be treated as the L1 bidder.

(b) Tenders shall be decided as per the prevailing instructions of Government of Haryana at the time of floating of NIT.

1.14 **NOTIFICATION OF AWARD**

1.14.1 Prior to the expiration of the period of Bid validity and extended validity period, if any, the DHBVN will notify the successful Bidder in writing by registered letter or by e-mail or Fax, to be confirmed in writing by registered letter, that its Bid has been accepted.

1.14.2 The notification of award will constitute the formation of the Contract.

1.14.3 Upon the successful Bidder’s furnishing of performance guarantee pursuant to Clause 3 of section II, the DHBVN will promptly notify each unsuccessful Bidder and will discharge his Bid security, pursuant to Clause 1.3 section I.

1.14.4 The firms failing to honour LOIs shall be Blacklisted / Debarred from doing business with Nigam besides the other action as per terms & conditions of the contract. The period of blacklisting of the defaulting Agency will be up to 3 years. The blacklisting of the Agency should be notified to all Power Utilities in the country and the names of such blacklisted Agency would also be put on the website of the Nigam.

1.15 **SIGNING OF CONTRACT**

1.15.1 At the same time as the DHBVN notifies the successful Bidder that its Bid has been accepted the DHBVN will send the Bidder the Contract Form incorporating all agreements between the parties.

(a) Within fifteen (15) days of the Notification of the Award the successful Bidder shall sign and date the Contract and return it to the Owner. In case the successful bidder fails to submit the Contract Agreements duly signed within 15 days from the date of issue of detailed contract, the payment will not be released till the bidder submits the Contract agreements and penalty @ 0.25% per week or a part thereof shall be deducted from their bill subject to maximum 1% of Contract value. In case the successful bidder fails to submit the contract agreements duly signed within 15 days from the date of letter of Award (LOA), DHBVN reserves the right to withdraw the LOA and forfeit the bid security and in that event DHBVN may award the Contract to the next successful Bidder whose offer is responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

1.15.2 The final Contract Agreements shall be signed within 15 days from the date, firm submits the final Contract Agreements complete in all respects.

1.16 **CONTRACT PERFORMANCE GUARANTEE**

1.16.1 The successful bidder shall submit in favour of the Owner the bank guarantee from a Scheduled/ Nationalized Bank (in the form attached in Schedule-6) or a Security in the shape of pledging land/immovable property etc or a combination of both of a value equal to 2 times of average bi-monthly billing amount assessed by the Nigam in the last financial year within 30 days of issue of LOA. This performance guarantee shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. Performance guarantee shall be valid up to 90 days after the end of contract period.

1.16.2 In case the bank guarantee/Security is not submitted within 30 days from the date of issue of LOA or the date if any stipulated by the purchasing authority, the Penalty @ 0.35% per week
or part thereof of the value of BG/Security would be charged from due date of submission, till the
BG or DD in lieu of BG or security in terms of pledging of land or a combination of both is
submitted by the firm.

1.16.3 In case successful bidder fails to submit performance BG within 30 days from the date of L.O.A,
Amount equivalent to BG shall be deducted from their bill (s). This amount shall be released after
submission of BG.

1.16.4 The Contract Performance Guarantee is intended to secure the execution/ performance of the
entire Contract.

1.16.5 The Performance guarantee will be returned to the Contractor without any interest after 90 days
from the end of the contract period with the approval of CE/Commercial, DHBVN, Hisar.

1.17 OWNER’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

i) The DHBVN reserves the right to accept or reject any or all Bids, and to annul the Bidding
process and reject all Bids at any time prior to award of Contract, without thereby incurring any
liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders
on the grounds for the DHBVN’s action

ii) Pooling by the bidders is strictly prohibited. If it is found at any stage that pooling has been done
by the various bidders, then their Bid/tender may be cancelled and action against the defaulting
bidders will be taken such as black listing /debarring them from Nigam tenders for two years.

1.18 FIELD CONDITIONS

The bidder may in its own interest, before submitting the bid, inspect and examine the
area involved and satisfy itself regarding the field conditions and present system of
reading, billing, bill distribution & revenue collection of DHBVN. For ascertaining the field
condition the Agency may contact the SE (OP), DHBVN / concerned XEN
(OP)/concerned SDO/Op. The details of the area to be covered in the scope of the
contract are available at Section III Part II. No claim for change in the bid or terms &
conditions of the contract shall be entertained on the ground that the conditions are
different than what were contemplated.

1.19 GENERAL

1.19.1 Proof of deposition of cost of bid document by the bidder is essential for the
consideration of their bid. The cost of bid form once sold will not be refunded under any
circumstances.

1.19.2 The agency shall treat the details of the specification and other bid documents as private
and confidential and they shall not be reproduced without the written authorization of the
owner.
1.19.3 The owner is not bound to accept the lowest or any bid or any part of the bid and shall not assign any reason(s) for the rejection of any bid or a part thereof.

1.19.4 The fact of submission of bid to the owner shall be deemed to constitute a contract between the bidder and owner whereby such bid shall remain open for acceptance by the owner within the validity period and bidder shall not have any option to withdraw their offer or impair/derogue the same. Where the bidder is notified about acceptance of their bid by the owner during the validity period, they shall be bound by the terms and conditions of various contract documents as per specifications of the bid documents in question until formal contract in this regard, has been executed between them and the owner.

1.19.5 The Successful bidder shall have to execute contract documents for the proper fulfillment of the same.

1.19.6 Any action on the part of the bidder to revise the rates/prices on their own after the opening of the bid may result in rejection of the bid and also debar them from submission of bids to the Nigam at least for two year or next bid whichever is later.

1.20 Important Instructions to Bidders for e-tender:

The e-tendering system has been introduced in DHBVN through the portal https://haryanaeprocurement.gov.in. The existing instructions to the bidders are for the offline mode of submission of tenders. But, with the introduction of e-tendering mode, the procedures as laid down below shall be followed. In the event of contradiction between the existing ITB for offline mode and following instructions for e-tendering, the procedures of e-tendering shall govern.

1.20.1 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. https://haryanaeprocurement.gov.in. Please visit the website for more details.

1.20.2 Obtaining a Digital Certificate:

2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital
Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant’s PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – https://haryanaeprocurement.gov.in.

2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:

M/S Nextenders (India) Pvt. Ltd.
O/o. DS&D Haryana,
SCO – 09, IInd Floor,
Sector – 16,
Panchkula – 134108

Email: Chandigarh@nextenders.com
Help Desk: 1800-180-2097 (Toll Free Number)

2.4 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
2.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.7 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

1.19.3 Opening of an Electronic Payment Account:

Tender document can be downloaded online. Bidders are required to pay the tender documents fees online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering Portal https://haryanaeprocurement.gov.in.

1.19.4 Pre-requisites for online bidding:

In order to bid online on the portal https://haryanaeprocurement.gov.in, the user machine must be updated with the latest Java. The link for downloading latest java applet is available on the Home page of the e-tendering Portal.

1.19.5 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed NIT and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at https://haryanaeprocurement.gov.in.

1.19.6 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal https://haryanaeprocurement.gov.in.

1.19.7 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. 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.
1.19.8 Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, e-Service fee, EMD fees and Submission of Bid Seal (Hash) of online Bids:

8.1 The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS/NEFT.

The secure electronic payments gateway is an online interface between contractors and Debit card/online payment authorization networks.

8.2 The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid).

The bidders shall quote the prices in price bid format.

8.3 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:-

(A) If bidder fails to complete the Online Bid Preparation & Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.

(B) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal https://haryanaeprocurement.gov.in.

(C) For help manual please refer to the ‘Home Page’ of the e-Procurement website at https://haryanaeprocurement.gov.in, and click on the available link ‘System Requirement” to download the file.
SECTION II

GENERAL CONDITIONS OF CONTRACT

The Terms and Conditions of the contract shall prevail and shall be binding on the appointed agencies for Retail Supply Franchisee and any change or variation expressed or impressed howsoever made shall be inoperative unless expressly sanction by the DHBVN. The appointed agencies shall be deemed to have fully informed themselves and to have specific knowledge of the provisions under terms and conditions of this specification mentioned hereunder:

1. DEFINITION OF TERMS

1.1 In constructing these general conditions and the annexed specification, the following words shall have the meaning here in assigned to them unless there is anything in the subject of context inconsistent with such construction.

1.2 The “DHBVN” shall mean the Employer/Owner and shall include their legal personnel representative, successors and assignees. The “Customer” or “Owner” or “Purchaser” shall mean “DHBVN”.

1.3 The “Tenderer” or “Bidder” shall mean and include one or more persons or any firm or any company or body in corporate who has submitted the tender in response to “Invitation of Tender”.

1.4 The “Agency/Agencies” shall mean the tenderer who’s tender retail supply franchisee has been accepted by the “DHBVN” and shall include the tenderer heirs, legal representative, successors and assignees approved by the purchaser.

1.5 The “Managing Director” shall mean the Managing Director, DHBVN.

1.6 The “Engineer” shall mean the Superintendent Engineer, XEN, SDO or other Engineer or Officer of DHBVN for the time being or from time to time duly authorized and appointed in writing by the customer to act as engineer or Inspector for the purpose of the contract. In case where no such engineer has been so appointed, the word “Engineer” shall mean the DHBVN or his duly authorized representative.

1.7 “Works” mean and include the work or works to be done by the contractor under the contract i.e. Retail Supply Franchisee.

1.8 The “Contract” shall mean and include the following:
   I. Invitation of tender.
   II. Instructions to Bidders.
   III. Tender form including schedule of prices.
   IV. Earnest Money Bond.
V. Letter of Intent and it’s acknowledgement.
VI. Security Deposit/Guarantee.
VII. Formal Work order.
VIII. Guaranteed performance standard.
IX. General Conditions of Contract.
X. Special Instructions.
XI. Site Conditions.
XII. Specification, specific conditions, schedules and annexure.
XIII. Addenda that may hereafter be issued by the purchaser to the contractor in the form of letter and covering letters and schedule of prices as agreed between the contractor and the purchaser.
XIV. The agreements to be entered into these General terms and Conditions.

1.9 The “Specification” shall mean the specification; specific conditions annexed to the General Conditions, the contract schedule, and the annexure thereto, if any.

1.10 The Month shall mean, English calendar month i.e. period of 30 days and week shall mean a period of 7 days.

1.11 The “Site” shall mean the place or places named in the contract and include, where applicable, the lands and buildings upon or in which the works are to be executed.

1.12 “Letter of Intent” shall mean the customer’s letter conveying his acceptance of the tender subject to such reservations as may have been stated therein.

1.13 The “Contract Price shall mean the sum named in or calculated in accordance with the provisions of the contract purchase or any amendments thereto.

1.14 Formal work order shall mean the customer’s letter which may be issued in the way of letter of intent containing detailed terms and conditions of the work and such other particulars which the customer may like to convey to the contractor pending execution of a formal written agreement.

1.15 “Writing” shall include any manuscript type written or printed statement under or over signature or seal as the case may be.

1.16 The Work “Codes” shall mean the Indian Electricity Act/Electricity Supply act and Indian Electricity Rules and the rules made applicable in the State on the date of letter of intent with such special modification thereof as may be specially stipulated by competent State Authorities e.g. HERC/Govt. of Haryana.

1.17 Words importing “PERSON” shall include firms, Companies, Corporations and other bodies whether incorporated or not.
1.18 Words importing the singular only shall also include the plural and vice version where the context requires.

1.19 Terms and expressions not herein defined shall have the same meaning as one assigned to them in the Indian Contract Act (Act IX of 1872) and failing that in the General Clause Act, 1897).

2. **CONTRACT PERIOD**

The contract period shall be initially for one year which is extendable for a period of another two years on the same terms and conditions depending upon the requirement of UHBVN and satisfactory performance of contractor. The performance of the agency will be reviewed quarterly (i.e. after completion of every 3 months). The contract for awarded work may be rescinded at any time if the performance regarding achievement of the objective and scope of works is not found satisfactory. No compensation will be paid in case of rescinding of contract on these accounts.

3. **CONTRACT PERFORMANCE GUARANTEE**

The successful bidder shall submit in favour of the Owner the bank guarantee from a Scheduled/ Nationalized Bank (in the form attached in Schedule-6) or a Security in the shape of pledging land/immovable property etc or a combination of both of a value equal to 2 times of average bi-monthly billing amount assessed by the Nigam in the last financial year within 30 days of issue of LOA.

4. **Obtaining of an Electrical Licensee:-**

It will be mandatory on the part of the Agency to have a valid HT licensee from CEI Haryana before start of work.

5. **RULES & REGULATIONS**

The job shall be carried out as per the rules, regulations and other details for Retail Supply Franchisee as prevailing in, which shall be made available to the agency. These rules and regulations may be modified by DHBVN from time to time and would be intimated to the Agency.

The Agency will also follow the labour regulations and the directions of Government and other authorities enforcing the regulations and comply with any other relevant legislation in force from time to time.

6. **LABOUR LAWS**

The appointed agencies shall have to maintain a valid labour license under the contract labour for employing necessary manpower required EPF Scheme. The Agency shall have to furnish the Performa Form No. 6 (EPF) with Form No.2 for employees engaged and schedule of EPF deduction with every bill in respect of the employees engaged in connection with the execution of work, if the Agency is not having the separate code number with the PF commissioner. If the
Agency having the separate code number with the PF commissioner, it shall have to submit a certificate in prescribed Performa. The successful bidder will certify that he has complied with the provisions of Industrial & Labour Laws including PF Act, ESI Act etc. as may be applicable.

7. **ELECTRICITY RULES AND REGISTRATION**

All works shall be carried out in accordance with the latest provisions of the Indian Electricity Act/Electricity Supply act and Indian Electricity Rules and the rules made there under applicable in DHBVN on the date of letter of intent with such special modification thereof as may be specially stipulated by competent Authorities i.e. The HERC/DHBVN.

8. **SAFETY OF SYSTEM**

The appointed agencies shall be fully responsible for upkeep, operation, maintenance, security and safety of meter checking books and other documents and records transferred to it and developed later. These documents and records shall be maintained in updated condition and handed over back in good working order on completion of the contract.

9. **INSURANCE**

9.1 The appointed agencies for Retail Supply Franchisee at its cost shall arrange secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the DHBVN. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of contract shall be of agency alone. The agency’s failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the agency shall be in a joint name of the DHBVN and the agency. The appointed agencies shall, however, be authorized to deal directly with Insurance Company or companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in Rupees only.

9.2 The appointed agencies for Retail Supply Franchisee shall obtain accident liability insurance for its employees for payment of compensation on account of injury, fatal or otherwise due to accident during course of operation carried out by him for the purpose of complying with his contractual obligations thereof. It shall indemnify DHBVN against any claim from such employees or damage to property what- so- ever while these arise out of or in consequences of the execution of works; operation and all activities to be performed till the successful completion of contract. The appointed agencies shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or
replacement of the equipment, damaged or lost. The transfer to title shall not in any way relieve the agency of the above responsibilities during the period of contract. The appointed agencies shall provide the DHBVN with copy of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of documents shall be submitted to the DHBVN immediately after such insurance coverage. The appointed agencies shall also inform the DHBVN in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.

9.3 All costs on account of insurance liabilities covered under the contract will be on appointed agencies account and will be included in contract price. However, the DHBVN may from time to time during the pending of the contract, ask the respective agency in writing to limit the insurance coverage, risks and in such cases, the parties to the contract will agree for a mutual settlement, for reduction in contract price to the extent of reduced premium amount. The appointed agencies, while arranging the insurance, shall ensure to obtain all discounts on premium, which may be available for higher volume or for reasons of financing arrangement of the project.

9.4 The Clause entitled ‘Insurance’ under this section covers the additional insurance requirements for the portion of the works to be performed at the site.

9.5 The appointed agencies shall take necessary insurance against loss, damage, fire, accidents and damages occasioned by the agency in the course of operation carried out by him for the purpose of complying with his contractual obligations thereof.

9.6 The insurance shall be in the joint names of the DHBVN and the respective agency for Retail Supply Franchisee so that the DHBVN and the appointed agencies are covered for the entire period of contract from the commencement of the contract and shall remain valid up to 30 days from the date of handing over all the works completed in all respects to the CE/Commercial, DHBVN, Hisar.

9.7 It will be the responsibility of the appointed agencies to lodge, pursue and settle all claims (for all the equipment and materials including items provided by DHBVN) with the insurance company in case of any damage, loss, or fire and the DHBVN shall be kept informed about it. The losses, if any, will have to be borne by the agency if the claims are not lodged and pursued properly in time or if the insurance company does not settle the same.
9.8 The appointed agencies shall replace the lost/damaged materials promptly irrespective of settlement of the claims by the underwriters and ensure the work progresses as per the agreed schedule(s).

9.9 The appointed agencies shall also ensure the following:

i. Insurance policy shall be in joint name of DHBVN and agency.

ii. The agency shall furnish computerized and stamped insurance policy. Insurance cover shall not be acceptable.

9.10 The insurance should be valid from the date of start of work and shall remain valid up to 30 days from the date of handing over of the work to the concerned SE'/OP', DHBVN, along with a copy to this office.

9.11 THIRD PARTY INSURANCE: The appointed agencies shall if and so far as the contract provides indemnify the DHBVN against all losses and claims in respect of injury or damage to property what-so-ever while these arise out of or in consequences of the execution of works and against all claims proceedings, damages, costs, charges, expenses what-so-ever in respect of or in relation thereto. Accordingly the agency shall, before commencement of execution of the works, insure against his liability for material or physical damage, loss or injury which may occur to property including that of the DHBVN, or to any person including any employee of the DHBVN, by or arising.

9.12 REMEDY ON AGENCY’S FAILURE TO INSURANCE: If appointed agency fails to effect and keep in force insurance or any other insurance which he may be required to effect under the terms of contract then the DHBVN may effect and keep in force any such insurance and pay such premium(s) as may be necessary for that purpose and from time to time deduct the amount so paid by the DHBVN as aforesaid from any money due or which may become due to the Agency or recover the same as debt from the Agency.

10. LIABILITY FOR ACCIDENTS AND DAMAGES

10.1 The appointed agencies shall be liable for and shall indemnify the DHBVN in respect of all injury to person or damage to property resulting from the negligence of the Agency or his workman or from defective work but not from any other cause.

10.2 Provided that the appointed agencies shall not be liable for any loss or profit or loss of contract or any other claim made against the DHBVN not already provided for in the contract, not for any injury or damage caused by or arising from the acts of the DHBVN or of any other person or due to circumstances over which the agency has no control, not shall
his total liability for loss, damage or injury under this clause exceed the total value of the Contract.

10.3 The appointed agencies will indemnify and save harmless the DHBVN against all actions, suits, claims, demands, costs, or expenses arising in connection with injuries (other than such as may be attributable to the DHBVN or his employees) suffered prior to the date when the work shall have been taken over hereof by persons employed by the agency on the work, whether at common law or under the workman's compensation Act-1923 or any other statute in force at the date of contract relating to the question of the liability of employees for injuries suffered by employees and will if called upon to do so take out the necessary policy or policies of insurances to over such indemnity.

10.4 The appointed agencies shall insure against such liabilities with an insurer approved by the Engineer and shall continue such insurance, during the whole of the time that any person(s) are employed by him on the works and shall when required produce to the CE/Commercial, DHBVN, Hisar, SE/M&P and concerned SE/OP, DHBVN, such policy of insurance and the receipt for payment of the current premium.

11. MAINTENANCE OF FACILITIES AND PERSONNEL

11.1 FACILITY: The appointed agencies shall maintain all requisite facilities of its own as required to carry out the work awarded to the agency by DHBVN. For The Retail Supply Franchisee, the bidder shall provide and maintain a controlling office at Operation S/Divn, DHBVN, Rania under Operation Circle, DHBVN, Sirsa which shall remain open (9:00 AM to 5:00 PM) from Mondays to Saturdays to receive communications. The appointed agency shall also maintain computer systems, communication equipments like telephone with fax, mobile phone, Internet etc. for interaction with DHBVN offices/Public.

11.2 PERSONNEL: The appointed agencies shall maintain dedicated team of personnel for efficient management of the work under contract as given below-

<table>
<thead>
<tr>
<th>Area In-Charge</th>
<th>To have adequate experience in carrying out spot billing, distribution of bills &amp; payment collection, along with addressing commercial complaints from consumers.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spot Billing Team</td>
<td>Adequate manpower with sufficient and adequate knowledge to achieve minimum guaranteed performance.</td>
</tr>
<tr>
<td>Office Staff</td>
<td>Adequate manpower with sufficient and adequate knowledge to handle</td>
</tr>
</tbody>
</table>
data base, its updating and maintenance and generate information.

The agency shall ensure that employed personnel are trained and experienced for execution of the contract, so that all activities are carried out in a highly professional and sound managerial manner. Person involved in meter reading & billing should be able to communicate properly with consumer or their representative.

The qualification for such personnel shall not be less than the following:

i. Area In-Charge: Diploma in Electrical Engineering with at least two years experience /ITI in Electrical Trade with at least 3 years of work experience.

ii. Meter Readers: ITI in Electrical Trade etc. with at least one year experience

iii. Office Staff: At least 12th pass with experience in billing, recovery and data recording & keeping and knowledge working on computers.

DHBVN reserves the right to verify the above at any time.

Person in-charge or an alternate shall be available for communication during all business hours. Appointed franchisee shall not change any of the team members without permission of SE/Operation. The replacement of resources shall be done with personnel possessing similar or higher qualifications. The respective bidder shall furnish documents/Curriculum Vitae regarding the experience of the key personnel proposed to be employed by him. Bidder shall be responsible for genuineness of documents/Curriculum Vitae of the staff employed by it. DHBVN, has right to verify the above at any time

All personnel engaged in the work under the contract shall carry identification cards duly issued by SE/Operation DHBVN, Sirsa. The identification card duly signed by Officer-In-Charge of the bidder and DHBVN shall be consisting of Bio-Data and photograph of the concerned personnel along with name and logo of the bidder. Bidder shall use sufficient no. of vehicles in the area of his jurisdiction for the purpose of contractual obligations.

NODAL OFFICER: For Retail Supply Franchisee, to interact between the field offices and bidder, The SE of respective operation circles, DHBVN, will act as a Nodal Officer. Similarly, the bidder shall communicate the name of the authorized person(s) for the project area that would act as a Nodal Officer(s) from its side.
12 **AGENCY’S RIGHTS**
The agency will be given rights to operate in the area during the agreement period for carrying out the work awarded to the agency, which shall cease to exist on completion of the said period or on termination of the contract. The Agency’s rights in the area will be as an representative of DHBVN, for carrying on the work as per the scope.

13 **CONTRACT AGREEMENT**
The firm and DHBVN will enter into an agreement to be known as “Contract Agreement” on Non judicial stamp paper (NJSP) worth Rs.100 setting out all the terms and conditions thereof including those mentioned herewith. The stamp duty shall be borne by the bidder.

14 **FALL BACK ARRANGEMENT**
Provision shall be made in the agreement that in the event of failure of any appointed agencies to fulfill its obligations, duties and responsibilities as per the agreement terms, DHBVN, shall inter-alia have the right, at any time to resort to fall back arrangement. Under this plan, DHBVN shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the agreement and can recover the losses suffered due to such failure from the performance Bank Guarantee by encashing the same. If the performance Bank Guarantee is insufficient, the agency shall pay the difference to DHBVN, failing which DHBVN, shall have right to recover the sum through legal or other means. The DHBVN shall have the right in such circumstances to manage the system itself after taking charge of the facilities as above or through any other agency as it may deem fit and no claim of agency for compensation in this respect shall be entered.

15 **HANDING OVER ON TERMINATION**
The contract agreement shall require the parties to cooperate in handing back the facilities, records, and database used for meter billing & recovery in good working order to DHBVN, after termination of agreement.

Upon termination of the agreement, the agency’s authority to act in the area shall immediately cease.

16 **NON-ASSIGNMENT**
Neither party may assign nor transfer any of its rights and obligations under the Agreement to any person without the other party’s consent.
17 JURISDICTION FOR LEGAL PROCEEDINGS
The contract shall be governed by the laws of India for the time being in force and be subject to the court of competent jurisdiction at Sirsa City in Haryana (INDIA). All disputes, differences questions whatsoever arising between the DHBVN and the agency upon or in relation to or in connection with the contracts shall be deemed to have arisen at Sirsa City only and no court other than court at Sirsa shall have jurisdiction to entertain or try the same.

18 CONDUCT OF AGENCY’S STAFF
If any of the agency’s employees shall in the opinion of DHBVN, is guilty of any misconduct or incompetence or negligence, and then if so directed by DHBVN, the Agency shall at once remove such employee and replace him with a qualified and competent substitute. In case any loss is sustained to DHBVN due to fraud/embezzlement/misappropriation committed by the employees of the firm, the firm shall be liable to pay the same to DHBVN. The agency shall indemnify DHBVN through an undertaking in this regard.

19 LIEN
In case of any lien or claim pertaining to the work and responsibility of the agency for which DHBVN, might become liable, it shall have right to recover such claim amount from the agency.

20 AGENCY TO INFORM HIMSELF FULLY
The appointed agencies shall be deemed to have carefully examined the General conditions, specifications, schedules and annexure also to have satisfied himself as the nature and character of the work to be executed and where necessary, on the site conditions and other relevant matters and details. Any information there had or otherwise obtained from the DHBVN, or the Engineer shall not be in any way relieve the agency from his responsibility for executing the work in terms or the contract including all details and incidental works which may not have been specifically mentioned in the contract but is necessary for ensuring complete and efficient execution of work. If, he shall have any doubt as to the meaning of any portion of the general an any special condition of contract and specifications, he shall before signing the contract or commencement of the work, whichever is earlier, set forth the particulars thereof and submit them to the engineer in writing in order that such doubt may in removed. The clarification given by DHBVN in this regard shall be final and binding upon the engaged agency

21 COMMENCEMENT OF WORK
The appointed agencies shall start the work within 30 days from the date of issue of work order.
22 TERMS & MODE OF PAYMENT

Payment shall be made to the bidder for the number of consumer meters read/bill generated/bill distributed/revenue collected on unit rates awarded to the bidder. The bills shall be submitted by the agency on monthly basis. 90% payment to the appointed agency shall be paid on 30th day of the date of submission of undisputed invoices by the agency after completion of the contractual formalities.

The invoices for the Revenue Sharing, Incentives and penalty shall be raised on quarterly basis by the contractor. The payment shall be made after due verification from SDO Operation, concerned.

Balance 10% payment shall be released after 3 months of completion of contract and also ascertaining satisfactory performance of the contract by the SE/OP, concerned. The payment of bill shall be made by the concerned XEN Operation after due verification from SDO/OP concerned.

A. Payments due to DISCOM under Retail Supply Franchisee’s Events of Default:
   a. Without prejudice to the other rights of the Nigam in case of termination, revocation the Retail Supply Franchisee shall pay all the dues payable to the Nigam on the date of termination.
   b. The Nigam shall have the right to recover any shortfall in payment by adjusting from Security pledged by the Retail Supply Franchisee.
   c. Nigam unconditionally reserves the right to claim from Retail Supply Franchisee any expenses or loss in the event or fault attributable to the Retail Supply Franchisee.
   d. On termination of Retail Supply Franchisee Agreement / Contract however occasioned, the Retail Supply Franchisee shall forthwith deliver to the Nigam all papers including the forms used, partially used and unused receipts boos along with realization sheets, all promotional materials and documents which may have come into its position or custody under the terms of the Retail Supply Franchisee Agreement/ Contract.

B. Nigam’s events of Default:
   a) Failure to comply with Standards of Performance at the supply point to the retail supply franchisee area as prescribed by HERC, the Nigam shall be held responsible if the same default is observed for two consecutive billing cycles.
   b) Nigam has unlawfully repudiated or not reimbursed the payments due to the Retail Supply Franchisee or otherwise expressed its intention not to do so.

C. Payments due to the Retail Supply Franchisee under Nigam’s Events of Default.
a) Without prejudice to the other rights of Retail Supply Franchise in case of termination, the Nigam shall pay all the dues payable to Retail Supply Franchisee on the date of termination.

b) Retail Supply Franchisee unconditionally reserved the right to claim from the Nigam any expenses or losses in the event of fault on the part of the Nigam as specified in “Nigam’s Events of Default”

Others-
1. Upon expiry or Termination of the Retail Supply Franchisee the Franchisee shall forthwith cease to have any right to collect any payment from the Consumer in the Project Area. However, the Retail Supply Franchisee shall be liable to account for and make all payments due to the Nigam.

2. Retail Supply Franchisee, during the term of the Agreement/Contract, and after its termination shall not reveal any information or provide data directly or indirectly to any agency.

3. In the event of large scale network restructuring, the terms and conditions of Retail Supply Franchisee may be reworked. Otherwise, the Agreement/Contract shall be terminated.

23 TAXATION
The Agency shall be entirely responsible for payment of all taxes, duties, license fees etc. incurred for rendering of services as per the Contract to the Employer.

The Agency shall be solely responsible for the taxes that may be levied on the agency’s persons or on earning of any of his employee and shall hold the Employer indemnified and harmless against any claims that may be made against the Employer. The Employer does not take any responsibility whatsoever regarding taxes under Income Tax Act, for the Agency or his employees. If it is obligatory under the provisions under the Indian Tax Act, deduction of Income Tax at source shall be made by the Employer.

24 FORCE MAJURE
If at any time during the continuation of contract, the performance in whole or in part is prevented or delayed by reasons of any war, hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restriction, strike, lockouts or acts of God (Herein after referred to as events), then provide notice and adequate proof, is given within 21 days from the date of occurrence, therefore the provisions of delay may not be evoked by the DHBVN, provided further that the service under the contact shall be resumed, as soon as practicable after such event(s) has /have ceased to exist and the decisions of the Chief Engineer/Commercial, DHBVN Hisar as to whether, the services have been so resumed or not, shall be final and conclusive.
25  SUSPENSION OF WORKS
The DHBVN shall not be liable to pay the contractor any compensation whatsoever arising from suspension or for idle labour.

26  FAILURE TO EXECUTE THE CONTRACT
Contractor failing to execute the order placed on him/them to the satisfaction of the terms and conditions set forth therein, will be liable to make good the loss sustained by the DHBVN, consequent to the placing of fresh orders elsewhere at higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of and forfeiture of security deposit.

27  EFFECTING RECOVERIES
Any loss, arising due to non-fulfillment of this contract or any other contract, will be recovered from the Performance Bank Guarantee and/ or any other amount due to the agency from the DHBVN, from this Contract as well as from other contracts.

28  ACCEPTANCE OF CONTRACT
The successful bidder will be forwarded three sets of letter of award, two of which will be signed (each page) by him/his authorized representative in token of his accepting the contract and returned to the authority placing the order within 15 days of its issue, failing which, his EMD is liable to be forfeited.

29  INSPECTIONS AND TESTING
The SDO ‘OP’ concerned shall, on giving seven days notice in writing, to the concerned agency, setting out any grounds of objections which he may have in respect of the work, be at liberty to reject all or any part of the work and all or any workmanship connected with such work which in his opinion are not in accordance with the contract or are in his opinion defective with reasons. In case of any dispute/difference in this regard the decision of the SE/Op, DHBVN, Sirsa shall be final and binding.

The SDO (OP) concerned and his duly authorized representative (not below the rank of Junior Engineer) shall have right at any time during working hours, to inspect and examine the work of meter reading at site and for checking the selected samples from the meters already read by the agency. The agency shall provide all requisite facilities for the above. These sample checking should be prior to passing of bills.
30 SET OFF
Any payment due and payable to the Agency under the Contract may be appropriated by the Owner and set-off against any claim of the Owner for the payment of a sum of money arising out of or under this Contract or any other Contract entered into by the Agency with the Owner.

31 TERMINATION AND DESCOPING
Any of the following events shall constitute an event of default liable for termination / revocation/ Descopying of the Retail Supply Franchisee Agreement:

a) If the Retail Supply Franchisee fails to show consistent improvement in the Retail Supply Franchisee Area.
b) If there is unreasonable degradation in T&D losses or collection efficiency.
c) Failure on account of Retail Supply Franchisee to make due payment of the Nigam under the conditions of this Contract.
d) Failure to submit periodic performance report to the Nigam, as specified by it.
e) The retail Supply Franchisee is in material breach of any of its obligations outlined in term and conditions of the Agreement /contract.
f) Failure to maintain the security deposit/performance guarantee.
g) The Retail Supply Franchises, in the judgment of the Nigam has engaged in corrupt practice or /and fraudulent practice in securing the Contract or during the execution of the obligations under the term and condition of the Retail Supply Franchises.
h) Any representation or warranty made by the Retail Supply Franchisee is found to be false and misleading.
i) In the event of Retail Supply Franchisee becoming bankrupt or insolvent.
j) Any petition for winding up of the Retail Supply Franchisee Agreement is admitted by the court of competent jurisdiction of the Retail Supply Franchisee is ordered to be wound up by a competent court.
k) The Retail Supply Franchises has unlawfully, repudiated the terms and conditions of the Agreement/Contract or has otherwise expressed an intention either in writing or by action not to be bound by terms and conditions of the Retail Supply Franchisee Agreement/Contract.
l) The Retail supply Franchisee fails to deposit cash/ cheques for two consecutive working days, after serving two days notice by the Nigam the Retail Supply Franchisee agreement/Contract shall be liable to be revoked.
m) Any other sufficient reasons in the opinion of the Nigam.

On occurrence of one or more events mentioned above, a fifteen (15) days notice shall be issued to the Franchisee requiring him to make good such failure or neglect and if the agency fails to comply within a reasonable time on the above mentioned notice, DHBVN shall terminate the contract after giving 15 days final notice to the agency.
32 SETTLEMENT OF DISPUTES
If any dispute or difference of any kind whatsoever will arise between the tenderers & DHBVN 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 DHBVN or the tenderers 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.

33 ARBITRATION
All matter questions, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to the Contract whether or not obligations of either or both parties under the contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the arbitration which shall be conducted by an arbitrator, (arbitrator to be approved by the MD, DHBVN or authority of the Nigam authorized for the purpose by the Nigam) The decision of the arbitrator shall be final and binding upon the parties.

The parties to the contract agree that the cost of arbitration shall be as per instructions of the Nigam issued/prevalent on the date of appointment of arbitrator. The arbitrator may, from time to time, with the consent of the parties enlarge the time for making the award.

The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Engineer in consonance with the Contract, and neither party shall be limited in the proceedings before such arbitrator to the evidence or arguments put before the Engineer for the purpose of obtaining the said decision.

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.

Subject to afore mentioned provisions, the provisions of the Arbitration and conciliation Act, 1996 and the Rules there under any statutory modifications thereof for the time being in force, shall be deemed to apply to the Arbitration proceedings under the clause.

34 BLACKLISTING OF FIRMS
The awarded agency will be blacklisted,
1. If the firm backs out of the contract at any stage, the firm will be issued two 15 days notices to commence the work failing which no further notices will be issued and the firm will be straightway Blacklisted, without prejudice to other terms and conditions of the contract.
2. If the firm indulges in fraudulent and illegal practices such as forgery, cheating or any civil/criminal wrongdoing or any grave misconduct of similar nature which has a direct impact on the contract and the Nigam, in such case no notice of default will be issued and the firm will be straightway blacklisted in addition to initiating the legal proceedings etc, without prejudice to the other terms and conditions of the contract.
3. The Performance Bank Guarantee of the Blacklisted firms will be forfeited and the firm shall have no claim whatsoever on the same.

However, Procedure and other conditions of contract are regulated by procurement manual of DHBVN; so, these will be applicable to the contractor as per procurement manual of DHBVN and amendments thereof from time to time.

35 **INDEMNIFICATION**

The Nigam shall not be responsible for any acts of omission/commission of Retail Supply Franchisee with regard to the Nigam’s electricity service which were not specially authorized by the Nigam. In such an event Retail Supply Franchisee shall have no claim for compensation, incentive or any other claim against the Nigam. In case any claim against the Nigam is made by any third party for any act of commission or omission by Retail Supply Franchisee, the Retail Supply Franchisee shall indemnify and hold the Nigam harmless and compensate all the losses so caused to the Nigam. The Nigam shall also be entitled to defend any action with third parties at the cost and expenses of Retail Supply Franchisee.

In the event described above, Retail Supply Franchisee agrees and undertakes to keep the Nigam indemnified at all times against all monetary obligations or losses or implications arising out of such action of Franchisee in the nature or costs, expenses or damages. Nigam shall have no liability in respect of loss of profit, loss of income, loss of contract or any other losses or damages suffered or arising out of or in connection with existence of any defects whether latent or apparent in electricity network and the obligation of Retail Supply Franchisee to provide support services shall remain unaffected thereby.

36 **REVENUE SHARING**

The Applicants may carry out their own due diligence to validate the data of per unit (kWh) monthly realizations (ROR – Rate of realization), collection efficiency and AT&C losses. The Franchisee and the Nigam shall jointly carry out the exercise for calculating the Base line data for the area within 1 month of the date of issue of work order. The revenue sharing model will come into effect after the finalization of Base loss levels.

The Loss Reduction Trajectory for Franchisee is as follows:-
Q1 | 10%
---|---
Q2 | 5%
Q3 | 5%
Q4 | 5%
Subsequent quarters | 5%

Note: - The Base loss levels will be revised every year to the losses achieved at the end of Q4.

The Incremental revenue shall be shared between the franchisee and the Nigam in the following ratio:-

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Scenario</th>
<th>Nigam Share</th>
<th>Franchisee Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>If Loss reduction target is achieved</td>
<td>70</td>
<td>30</td>
</tr>
<tr>
<td>2</td>
<td>If Loss reduction target is not achieved</td>
<td>80</td>
<td>20</td>
</tr>
</tbody>
</table>

In Subsequent quarters, no Revenue sharing shall be done in case if the AT&C losses have increased from the last quarter’s performance.

Incremental revenue = Input Units x (ROR final – ROR initial)

Where ROR – Rate of Realization (Amount Realized / Input Units)

Note: AT & C Loss (expressed in percentage) shall be computed as under:

AT & C Loss = (1 - (Billing Efficiency x Collection efficiency)) x 100.

Where from a given period/billing cycle:

Billing Efficiency = (Energy Billed (sale) to Consumers/Total Input Energy) x 100
Collection Efficiency = (Revenue Realized from Consumers/Energy Billed to the Consumer) x 100

37 INCENTIVES AND PENALTIES FRAMEWORK

A. Incentive
   a) The Retail Supply Franchise shall receive an incentive at the rate of ten percent (10%) of the collection of arrears from permanently disconnected consumers for more than 2 years.
   b) The remuneration for replacement/installation of new meter will be at the schedule rates prevalent in the UHBVN at that time for payment to the agencies exclusively undertaking such jobs or the said amount being paid to existing agencies/franchisees for meter replacement/installation activities.
   c) The Retail Supply Franchisee shall also be given an incentive of 10% on the amount realized for the theft cases being reported and assisted by the franchisee.
   d) Incentive on facilitation of new connection/load enhancement.
      - Rs. 50/kW for load enhancement cases
B. Penalties-

a) In case of increase in losses from Base AT&C loss level
   \[ \text{Penalty} = 2 \times \text{Revenue lost due to increase in AT&C losses.} \]

b) In case of reduction of losses but non achievement of losses in line with Reduction Trajectory
   \[ \text{Penalty} = (2 \times (\text{AT&C achieved} - \text{AT&C Target})) \times \text{Revenue lost due to Non-Achievement of Target} \]
   Where \( \text{Revenue Lost} = \text{Input Units} \times (\text{ROR Target} - \text{ROR achieved}) \)

c) In case of non-payment of revenue collected by the Retail supply Franchisee to the Nigam within stipulated time or delayed submission of monthly data, a penal surcharge of 0.25% per day on average monthly revenue collected for last one year would be charged for each days of delay upto 15 days. Thereafter the contract shall be terminated and necessary action for the recovery amount along with legal action will be initiated.

d) Default in consumers meter readings by way of incomplete or wrong meter readings, bills on provisional basis for two consecutive cycles, bills distribution or in any other service except deficiency in cash collection, it will attract a penalty at twice the rate admissible for Meter reading, Billing and Collection etc.

e) In case of such continuous default by the Retail supply Franchisee and subsequent termination of the project the penalty amount shall be recovered by the Nigam from Bank Guarantee submitted by the bidder.

f) Any damage to material provided by Nigam (owing to wrong operation, improper handling etc.) the same shall be recovered on actual cost basis. The Nigam shall be entitled to set off the entire amounts due from the contractor against the amount payable by the Nigam to the contractor.

The incentive /penalty for achievement/non-achievement of loss reduction target, other incentives and defaults shall be assessed on quarterly basis.
SECTION III (PART I)

GENERAL INFORMATION

SCOPE OF WORK

Broad Scope of Work is as follows-

a) Reading consumers meters/bill distribution.
b) Operating spot billing machine for bill generation on monthly basis.
c) Revenue realization.
d) Operationalize new connection.
e) Installation and replacement of meter with Discoms approval.
f) Assistance in load enhancement for the consumer.
g) Assistance in Change of tariff category, prevention of misuse of electricity.
h) Disconnection/Reconnection.
i) Prevention of meter tampering.
j) Surveillance to curb theft of electricity, equipment or appliance.
k) Facilitate the arrests of people involved in power theft.
l) Any relevant activity contained in the supply code of HERC to achieve the objectives of this agreement.
m) Minimize and bring down AT&C loss, as close as possible, to the technical loss levels.

1. Roles and Responsibilities of the Distribution Licensee (NIGAM):

Technical Responsibilities:

1.1. Nigam shall Endeavour to maintain regular power supply in the Retail Supply area and also improve the quality of supply as far as possible if needed through system improvement activities.

1.2. Capital investment to augment or upgrade distribution network assets and all repair and maintenance shall continue to be the Nigam's responsibility.

1.3. The responsibility of all major repair and maintenance and security of the distribution assets shall be of the Nigam.

1.4. Nigam shall ensure familiarization and handholding of the Project area to the retail supply Franchisee within 30 days from the date of Agreement.

1.5. There may be one main and one check meter as per provision of CEA guidelines for metering to measure the input to the franchisee area. These shall be used for the limited purpose of monitoring Transmission and Distribution Losses.
1.6. All interface points/feeder meters and consumer meters shall be in working order, all
dead/defective meters shall be replaced by the Nigam prior to handing over of the Retail Supply
franchisee. Subsequent disputes, if any, regarding accuracy of the meters shall be referred to a
third party national accredited meter testing lab. Results of which shall be acceptable to all the
parties.

**Commercial responsibilities:-**

1.7. Nigam shall inform all the consumers in the Retail Supply Licensed Area about the transfer of
services/functions to the Retail Supply Franchisee from a particular date onwards. Adequate
publicity regarding deployment of Retail Supply Franchisee shall be made by the Nigam.
1.8. Nigam shall also inform the district and local administration in the Retail Supply Area the about
deployment of the Retail Supply Franchisee.
1.9. Nigam shall provide a copy of detailed consumer ledgers pertaining to Retail Supply Area to the
Retail Supply Franchisee.
1.10. Preprinted bill book, receipt in the shape of paper roll etc. would be provided by the Nigam to the
Retail Supply Franchisee.
1.11. DISCOM shall provide needed software tools/applications (as implemented in other areas of
DISCOM) to the Retail Supply Franchisee which enables them to execute the given
responsibilities successfully. Designed officers of the Nigam shall train the Retail Supply
Franchisee to operate these tools.
1.12. Nigam shall approve the new service connections in the ‘Area’, however operationalization of
these new connections would be the responsibility of the Retail Supply Nigam. The Nigam shall
duly process in time for new connection/new meters.
1.13. Nigam shall provide all necessary support and guidance to the Retail Supply Franchisee in
undertaking the requisite roles and responsibilities. The Nigam shall provide necessary training,
to build capacity of the Retail Supply Franchisee to manage retail supply function assigned to the
Franchisee and to perform technical and commercial responsibility within one month of the date
of agreement.
1.14. The Nigam shall reserve right make acclaim against the retail Supply Franchisee for any loss of
damage to Nigam’s assets for reasons attributable to the franchisee.
1.15. The Nigam shall intimate the collection points where cash/ cheque collected by the Retail Supply
Franchisee can be deposited on a daily basis. In case of a holiday the cash shall be deposited on
the next working day. Provided that in case the collection point is a designed bank etc. the
cash/cheque shall be deposited by the Retail Supply Franchisee under intimation to the Nigam.
1.16. Retail Supply Franchisee will be communicated on the deficiency in service, if any, to the
Franchisee from time to time. They should comply immediately.
1.17. The Nigam shall not undertake any responsibility of engaging any of the Employees of Retail Supply Franchisee in its rolls. The Nigam shall not under any obligation and will not directly or indirectly give any Employment guarantee to the employees of the Retail Supply Franchisee.

1.18. In order to facilitate fault corrections etc. the Nigam shall keep available sufficient material/transformationers etc. and not lower that 1% of the Transformer in service for replacement.

2. Roles and responsibilities of the Retail Supply Franchisee:

2.1. The Retail Supply Franchisee shall operate in the project area within one month of the grant of Retail Supply Franchisee agreement and the date of commencement of the operation shall be as mentioned in the terms and conditions of Retail Supply Franchisee Agreement.

Technical Responsibilities:

2.2. The responsibility of Load survey for given categories of consumers on half yearly basis shall be that of the Franchise.

2.3. Any Labor, carriage and T&P (Tools and Plants) if any required to execute the work shall be provided by the Retail Supply Franchisee. The Retail Supply Franchisee shall deploy the manpower as combined in the submitted application form.

2.4. The employee of the Retail Supply Franchisee who will carry out Disconnection & reconnection work, should have minimum ITI (electrical) qualification and should work under the qualified and eligible supervision only.

2.5. The Retail Supply Franchisee shall be responsible for complying with all safety maintenance and system requirements, in discharge of its obligations under this scheme as per provisions of the HERC Supply Code. Franchisee shall arrange manpower strictly as per statutory Requirements like Indian Electricity Rules, 1956.

Commercial Responsibilities

2.6. Retail Supply Franchisee shall undertake all activities under Revenue Cycle (Meter Reading, on the spot bill preparation, Bill Distribution and Revenue Collection) in the Project Area on monthly basis.

2.7. Retail Supply Franchisee shall use hand held/spot billing instruments provided by the Nigam for performing spot billing activity in the project area. Retail Supply Franchisee shall use the software tools/applications provided by the Nigam for executing spot billing activities if undertaken.
2.8 For instruments supplied by the Nigam, any damage to the spot billing machine or its accessories attributed to mishandling by the franchises, the cost of its repair/replacement will be paid by the franchisee.

2.9 Preparing customer wise bar codes (within one month of the issue of LoA) and pasting on individual customer meters along with preparation of walking sequence (for all metered customers) during the initial dry run period of first billing cycle;

2.10 Customer data uploading from the Nigam server into bar code enabled spot billing machines on a daily basis;

2.11 Visit to customer premise for meter reading of customers as per pre-decided schedule/meter reading group. Identification of customer account in the spot billing machine through the bar code reader;

2.12 Key punching of meter reading and bill generation using the same at the consumer premises and uploading of reading and bill collection data in to the billing databank of the Nigam on daily basis;

2.13 On the spot bill delivery and taking receipt of acknowledgement of spot bill from the consumer;

2.14 Retail Supply Franchisee shall take photograph of 50% of consumers every month such that all consumers are covered in every two months. Meters shall be photographed while taking readings. The photograph shall display serial number of the meter and the recorded energy clearly. Required cameras and tools shall be arranged by the Retail Supply Franchisee at its cost to meet this requirement.

2.15 Retail Supply Franchisee shall identify un-authorized consumers and inform the Nigam. It will be the Retail Supply Franchisee’s responsibility to ensure that residents, who are not authorized to receive Electricity Supply, are constantly checked and prevented from committing theft or un-authorized use of electricity.

2.16 The Retail Supply Franchisee shall ensure that the FIRs are lodged by the concerned sub-division against those unauthorized consumers who are not willing to be regularized and facilitate for their arrest in compliance with Electricity Act 2003. Moreover the Retail Supply Franchisee shall also be the witness in the legal proceedings like LL-1 and shall be available on court proceedings.

2.17 Retail Supply Franchisee shall assist the Nigam in lodging FIR against any theft of Nigam’s asset. Retail Supply Franchisee shall provide full assistance to the Nigam in lodging any insurance claims for recovery of the said assets in the event of such claims by the Nigam.
2.18 Retail Supply Licensee shall submit the revenues directly to the respective subdivision office or designed cash collection centres of the Nigam under the Project Area latest by the next day of the collection. Failure to do so may attract forfeiture of security deposit amounting to average four days revenue collection.

2.19 Retail Supply Franchisee shall raise an invoice claiming the incentives and payments against the service rendered latest by 10th day of immediate month after the end of quarter to the respective Executive Engineer supporting with following data/documents to Nigam along with the invoice:

a) The Monthly progress report comprising details of the activities undertaken during the previous month along with financial details such as total billed amount in the month, collection against current assessment in the month and collection of arrears, amount deposited in Nigam’s accounts etc.

b) All information in the formats currently in use in Nigam and/or in line with the reporting requirements prescribed by Nigam for all operations.

c) A signed copy of revenue receipt book.

2.20 After receipt of Retail supply Franchisee invoice along with supporting/data/documents mentioned in this agreement, Executive Engineer (Division) shall verify and pay the admissible amount to Franchisee latest by 25th of the same month. In case of delay in the payment, a penal surcharge of 1.5% per month on due total payment of that month would be charged to the Nigam for the days of delay. During such delay, the Retail supply Franchisee shall refer to the Chief Engineer/CGM of the Nigam and subsequently follow dispute resolution process as described underneath if needed.

2.21 The Consumers who default in paying their current bills within due dates, disconnection notices should be generated and served by the Nigam. On non-payment of their dues, their electric lines should be disconnected. The Retail supply Franchisee shall dismantle service connection of defaulting consumers and deposit the same with the Nigam on next day of dismantling.

2.22 The Retail Supply franchisee shall promote new consumers by bringing them in the billing net and encourage them for regular payment of electricity bills on regular meter reading basis.

2.23 Subsequent to the takeover of the Retail supply function from the Nigam in the project area, the Retail supply Franchisee may procure and install consumer meters the class and accuracy as per CEA Regulations, at a price equivalent to the last purchase price of the Nigam which should not be more than one year old. Thereafter the purchase price of the meters should not be more than 10% of the
last purchase price of the Nigam. On production of the purchase documents the same shall be reimbursed by the Nigam within a period not exceeding one week from production of complete documents.

3 New Connection and Re-connection:

a) Servicing of new installations with meters will be undertaken by Retail Supply Franchisee with materials supplied by the Nigam.

b) Retail Supply Franchisee shall remit collections against New Service Connection, Service Line Charges, Installation of Meters, Development Charges and any other charges collected on behalf of the Nigam through separate receipt book and realization sheet, to the Sub Division Office/ designated collection centers on next working day of collection date.

3.1 Retail Supply Franchisee shall make the consumers aware of appropriate use of electricity, conservation of energy and impact of electricity theft in the project area.

3.2 Consumers can submit their complaints to the Retail Supply Franchisee who in turn will coordinate with the Nigam for its redressal. Retail Supply Franchisee shall ensure that each commercial complaint reaches its logical conclusion technical complaints are appraised to the designated person noted from time to time.

3.3 Retail Supply Franchisee shall assist the Nigam in redress proceedings and in court cases on revenue and other related matters, which are pertaining to Franchisee’s Area.

3.4 Retail Supply Franchisee shall maintain and produce all the books of Accounts, Consumer ledger Account, Registers, applications etc. to any statutory Auditors and other officers and officials of the Nigam authorized to make inspections during Retail Supply Franchisee period and afterwards also whenever called for.

3.5 The Retail Supply Franchisee shall also undertake deployment of any standard systems and policies that are mandated by the Nigam.

3.6 The Retail Supply Franchisee shall pay the taxes, duties fee, levies and other impositions levied under the applicable laws and Nigam shall perform such duties in this regard to the deduction of such tax as may be lawfully imposed.

3.7 Retail Supply Franchisee shall be responsible for workers compensation employment liability insurance for their staff on the assignment. Retail Supply Franchisee shall also have to maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs and
charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of Retail Supply Franchisee or its staff.

3.8 All correspondence, records, report, presentations and other forms of information developed by the Retail Supply Franchisee, whether electronic or physical, shall become the property of the Nigam.

SECTION IV (Part 1)
QUALIFICATION AND GENERAL PROFILES DETAILS [To be submitted in duplicate]

To,
SE/OP, Circle,
Dakshin Haryana Bijli Vitran Nigam
Sirsa

SUB: - APPOINTMENT OF RETAIL SUPPLY FRANCHISEE ON RANIA CITY FEEDER (REFERRED TO AS PROJECT AREA) UNDER OPERATION S/DIVN., RANIA UNDER XEN/OP S/U DIVISION DHBVN, SIRSA OF OPERATION CIRCLE SIRSA FALLLING UNDER THE DISTRIBUTION LICENSE AREA OF DHBVN
ON ADDITIONAL REVENUE SHARING BASIS TO REDUCE THE DISTRIBUTION/AT&C LOSS IN PROJECT AREA Loss in Project Area

Dear Sir,

We have procured the bid documents for subject cited work against NIT-01/SE/OP/SRS/2015-16. We are submitting our proposals in duplicate each with complete set of enclosures. The details asked for are being furnished in accordance with the following:

GENERAL PROFILE OF THE BIDDER

<table>
<thead>
<tr>
<th></th>
<th>NAME &amp; COMMUNICATION DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Full legal name of the firm.</td>
</tr>
<tr>
<td>B</td>
<td>Year of establishment</td>
</tr>
<tr>
<td>C</td>
<td>Registered Office Address.</td>
</tr>
<tr>
<td>D</td>
<td>Address for Correspondence.</td>
</tr>
<tr>
<td>E</td>
<td>Telegraphic Address.</td>
</tr>
<tr>
<td>F</td>
<td>Telephone No.</td>
</tr>
<tr>
<td>G</td>
<td>E-Mail Address.</td>
</tr>
<tr>
<td>H</td>
<td>Fax Number.</td>
</tr>
<tr>
<td>I</td>
<td>Authorized person (s) to be contacted.</td>
</tr>
<tr>
<td>J</td>
<td>Name and address of the Proprietors</td>
</tr>
<tr>
<td>K</td>
<td>Type of the firm Private limited/Public limited/Government sector</td>
</tr>
<tr>
<td>L</td>
<td>Whether registered under companies act or any other act</td>
</tr>
<tr>
<td>M</td>
<td>Registration No &amp; Date</td>
</tr>
</tbody>
</table>

2 ORGANIZATIONAL CAPABILITIES (To conform personnel’s capabilities as per section III-part 1):  

<table>
<thead>
<tr>
<th></th>
<th>Field organization and resources for the proposed job</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Personnel capabilities (name, qualification, experiences, association with firm and competence of the key personnel’s/professionals staff to be deployed for the assignment</td>
</tr>
<tr>
<td>C</td>
<td>Details of infrastructure to be deployed (attached separate sheet)</td>
</tr>
<tr>
<td>D</td>
<td>Details of the consultants if employed for the proposed job</td>
</tr>
</tbody>
</table>

3 FINANCIAL DETAILS:  
(To conform qualifying requirement as per section III-part 1)
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong></td>
<td>Enclose copies of audited balance sheet and profit and loss accounts for the past three years.</td>
</tr>
</tbody>
</table>
| **4** | **EXPERIENCE**  
(To Conform qualifying requirement as per clause no section III-part 1) |
| **A** | Retail Supply Franchisee Experience- |
| **B** | Mention size and type of the consumer network |
| **C** | Enclose copies of order so executed/orders in hand |
| **5** | **SYSTEM PROPOSED** (To conform various clause of system features; section III-part 2 ) |
| **A** | A write-up on the methodology to be adopted for the proposed work |
| **B** | Commercial and AT&C Loss reduction methodology- |
| **C** | Number and qualification of the personnel’s to be deployed for the proposed work |
| **D** | Details and formats for generation of various output reports to be furnished to DHBVN on regular interval. |
| **E** | Brief specification of software’s to be deployed/used |
| **6** | **OTHER DETAILS** |
| **A** | Whether application has been made to any other state/undertaking for similar venture |
| **B** | If yes, Name and details of the venture. Total Resources involved, Mode of raising finance Current status of the venture |
| **C** | Any other information bidder may like to highlight |
| **D** | Details of the Inputs desired from DHBVN |
| **7** | **VALIDITY** |
| **A** | 120 days from date of opening of price bid |

We understand that DHBVN reserves the right to invite detailed proposals from any private entrepreneur-company; irrespective of the fact whether the company or entrepreneur has been pre-qualified. We also understand that the DHBVN reserves the right to reject any or all of the bids without assigning any reason thereof. We agree to abide by all the conditions governing the bids and decisions of the DHBVN.

Encl: As above
Thanking you,

Yours faithfully, Name:
[Authorized Signatory]
SECTION IV (Part 2)

FINANCIAL OFFER

[To be submitted in duplicate]

To,
The Superintending Engineer/Operation Circle
DHBVN, Sirsa

SUB: - APPOINTMENT OF RETAIL SUPPLY FRANCHISEE ON RANIA CITY FEEDER
(REFERRED TO AS PROJECT AREA) UNDER OPERATION S/DIVN., RANIA
UNDER XEN/OP S/U DIVISION DHBVN, SIRSA OF OPERATION CIRCLE SIRSA
FALLLING UNDER THE DISTRIBUTION LICENSE AREA OF DHBVN

ON ADDITIONAL REVENUE SHARING BASIS TO REDUCE THE
DISTRIBUTION/AT&C LOSS IN PROJECT AREA.

Dear Sir,

We are submitting our financial offer as follows:

Rate for Retail Supply Franchisee-

<table>
<thead>
<tr>
<th>SN</th>
<th>Activity</th>
<th>Unit rate (per consumer meter)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Meter Reading</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bill Generation</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Bill Delivery</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Revenue Collection</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Cost</strong></td>
<td></td>
</tr>
</tbody>
</table>

THE ABOVE RATES FOR FRANCHISEE ACTIVITIES ARE INCLUSIVE OF ALL TAXES
AND DUTIES EXCLUDING SERVICE TAX.

Name
Authorized signatory
Bidder’s Name & Address:

To
Superintending Engineer/Operation,
DAKSHIN HARYANA BIJLI VITRAN NIGAM, SIRSA
Dear Sirs,

Sub: Confirmation for “No Deviation” in Commercial terms & conditions of NIT No-01/SE/OP/SRS/2015-16.

We hereby confirm that there is no deviation in commercial terms & conditions stipulated in the bidding documents and we are agreed to adhere the same strictly.

Signature: ...............................  
Date: .................................  
Place: .................................  
Name: .................................  
Designation: ........................  
Common Seal: ........................
Bidder’s Name & Address:

To Superintending Engineer/Operation,
DAKSHIN HARYANA BIJLI VITRAN NIGAM, SIRSA

Dear Sirs,

Sub: Confirmation for “No Deviation” in Technical terms & conditions of NIT NO-01/SE/OP/SRS/2015-16.

We hereby confirm that there is no deviation in technical terms & conditions stipulated in the bidding documents and we are agreed to adhere the same strictly.

We also confirm that tendered material shall be procured from vendors approved by DHBVN and shall be conforming to various requirements of relevant ISS/Specification/orders and as per design and drawing approved by the Nigam.

Date: ............................
Place: ............................
Name: ............................
Designation: ............................
Common Seal: ............................
SCHEDULE 3

Qualification Requirements Details

Bidder’s Name & Address:

To,
Superintending Engineer/Operation,
DAKSHIN HARYANA BIJLI VITRAN NIGAM, SIRSA
Dear Sirs,

We hereby declare that we are qualified for bidding in reference to “Qualification Requirements” of the bidding documents of NIT-01/SE/OP/SRS/2015-16 and submit the following certificate(s) /documents in support of the above :-

1.
2.
3.

(Signature).................................
Date: .................................
Place: .................................
Name: .................................
Designation: ............................
Common Seal: ...........................

SCHEDULE 4

List of Past Experience

Bidder’s Name & Address:

To,
Superintending Engineer/Operation,
DAKSHIN HARYANA BIJLI VITRAN NIGAM,
SIRSA

Dear Sirs,

We have completed work/ executed the orders of Turn-key packages / Labour contracts / successfully as per details given hereunder:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Details of ordered work/executed work</th>
<th>Order No. &amp; Date</th>
<th>Name &amp; details of ordering company/executing company (in case of Power Utility)</th>
<th>Date of commencement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of completion</th>
<th>Contract value of ordered/executed work</th>
<th>Whether order executed as per stipulated work completion schedule or not</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Certificate(s) of competent authority of the utility for satisfactory execution of stated works are to be furnished along-with this schedule. In case power distribution utility as bidder self-certified experience proof is to be submitted for the work executed.

(Signature)..................................
Date: ........................................
Place: ........................................
(Name).................................
(Designation)................................
(Common Seal).............................
SCHEDULE 5

Declaration regarding Equipment and Technical Hands, If any

Bidder's Name & Address:

To,
Superintending Engineer/Operation,
DAKSHIN HARYANA BIJLI VITRAN NIGAM,
SIRSA
Dear Sirs,

We hereby declare that we have sufficient men & equipment for successful execution of work against this tender enquiry the details of which are given as under:-

(Signature)..................................
Date:....................................
Place:....................................
(Name).................................
(Designation)..........................
(Common Seal)..........................
Schedule 6

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE
(To be stamped in accordance with stamp Act)

Ref ___________________________ Bank Guarantee No___________

Date___________________________

To

Superintending Engineer/Operation,
DAKSHIN HARYANA BIJLI VITRAN NIGAM,
SIRSA

Dear Sirs,

In consideration of DAKSHIN HARYANA BIJLI VITRAN NIGAM LTD. (hereinafter referred to as the ‘Owner’ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/S ____________________________ (hereinafter referred to as the ‘Contractor’ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner’s Letter of Award No.__________________________ dated ______________ and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No. ________________ ---- dated__________ valued at ______________ For______________ (Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs.______________ i.e. two times the average bi-monthly billing amount assessed during the last financial year.________________ * ___________ ---(%) ______________ (percent) of the said value of the Contract to the Owner.

We__________________________________________________________
(Name & Address of the Bank)

Having its Head Office at ------------------ (hereinafter referred to as the ‘Bank’, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Contractor to the extent of ------------------ as aforesaid at any time up to ------------------(days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the owner on the Bank shall be conclusive and binding notwithstanding any difference between the owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the
Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to ---------------- and it shall remain in force up to and including----------------- and shall be extended from time to time for such period, as may be desired by M/S ------------------- on whose behalf this guarantee has been given.

Dated this------------- Day of --------------2015 at ---------------------------------------------

WITNESS

--------------------------------------------------------------------------
(Signature) (Signature)

--------------------------------------------------------------------------
(Name) (Name)

--------------------------------------------------------------------------
(Official Address) (Designation with Bank Stamp)

Attorney as per Power of Attorney No-------------------------------

Date ---------------------------------------------

Note: