

Dakshin Haryana Bijli Vitran Nigam

From

General Manager /Administration,
DHBVN, Hisar.

To

1. All the Chief Engineers in DHBVN
2. All the Superintending Engineers in DHBVN

Memo no.

Ch-100/Gen-38-A/W-1-I

Dated

27.04.2012

Subject

Bidding Document for Outsourcing of Staff (Technical / Clerical / Services) in DHBVN

Attached here are the following 2 nos. documents, which have to be followed and complied with while inviting tenders for outsourcing of staff (technical / clerical / services) by all the concerned offices:

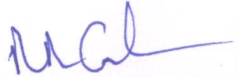
1. TENDER FOR PROVIDING TECHNICAL & CLERICAL PERSONNEL FOR THE UPKEEP AND MAINTENANCE OF 33 kV SUBSTATIONS, 11 kV & LT LINES & OFFICE WORK IN AREA OF CIRCLE OFFICE _____, DHBVN,
2. TRIPARTITE ESCROW ACCOUNT AGREEMENT BETWEEN DHBVN, CONTRACTOR & THE BANK

These documents have been approved by the Whole Time Directors (WTDS). The details / figures, which differ from circle to circle, have been left blank and the same may be filled in as per data pertaining to your office.

It may also be ensured that no changes are made in the principal contents of these documents at the circle level and the discrepancy, if observed, may be intimated to this office promptly.

For further necessary action, please.

DA: As above


GM /Administration,
DHBVN, Hisar.

- c.c. to :
1. Sr. PS to MD / DHBVN for kind information of the Managing Director
 2. PS to Director / Operation & Director / Projects for kind information

DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED

(CIRCLE OFFICE _____)

BIDDING DOCUMENT

TENDER ENQUIRY NO. : _____
Opening Date of Sale of Documents : _____
Closing Date of Sale of Documents : _____
Last Date for acceptance of Bids : _____
Opening Date of Part – I of Bid : _____

TENDER FOR PROVIDING TECHNICAL & CLERICAL PERSONNEL FOR THE UPKEEP AND MAINTENANCE OF 33 kV SUBSTATIONS, 11 kV & LT LINES & OFFICE WORK IN AREA OF CIRCLE OFFICE _____, DHBVN, _____ .

Name of Contractor / Firm _____

Annexures:

Sr. no.	Description
1.	Conditions of Contract
2.	Escrow Account Agreement

Superintending Engineer / Circle Office

DHBVN, _____

Dakshin Haryana Bijli Vitran Nigam

INVITATION FOR BIDDERS (IFB)

TENDER FOR PROVIDING TECHNICAL & CLERICAL PERSONNEL FOR THE UPKEEP AND MAINTENANCE OF 33 kV SUBSTATIONS, 11 kV & LT LINES & OFFICE WORK IN AREA OF CIRCLE OFFICE _____, DHBVN, _____.

NIT NO. _____

1. SEALED TENDERS ARE INVITED IN TWO PARTS FROM ELIGIBLE BIDDERS FOR PROVIDING TECHNICAL & CLERICAL PERSONNEL FOR THE UPKEEP AND MAINTENANCE OF 33 kV SUBSTATIONS, 11 kV & LT LINES & OFFICE WORK IN AREA OF CIRCLE OFFICE _____, DHBVN, _____.
2. Interested eligible Bidders may obtain further information from the office of Superintending Engineer, Circle Office _____, DHBVN, _____ and inspect the bidding documents at the address given below from 10 AM to 5 PM on any working day.
3. A complete set of bidding documents in English may be purchased by interested Bidders on the submission of a written application to the address below and upon payment of a nonrefundable fee of INR (0.25% of the total estimated annual contract value with a minimum of INR 250/- and maximum of Rs. 2000/- up to total estimated contract value of Rs. 50 lacs and INR Rs. 4000/- beyond total estimated contract value of Rs. 50 lacs). The method of payment will be Demand Draft drawn on any Scheduled Bank in favour of Accounts Officer / Cash, DHBVN submitted either by post or in person. The document will be issued either to the authorized representative in person or shall be sent by Courier at the stated address in the application.

The Bidding Documents can also be downloaded from the DHBVN website www.dhbvn.com. In this case, the cost of Bidding Document should be submitted in separate envelope in the shape of demand draft of a non-refundable fee of INR 2500/- payable to Accounts Officer/cash, Dakshin Haryana Bijli Vitran Nigam (DHBVN), Hisar while submitting the bid.

In case the bid is submitted by the bidder along with the required bid security but without the bid cost, then the bids of such bidder will also be opened and the bidder would be asked to submit the required bid cost promptly.

4. Bids In two parts - Part I (Technical & Commercial) and Part II (Price) must be delivered to the address below at or before 10.30 am on _____. All bids must

be accompanied by an Earnest Bid Deposit (EMD) of not less than INR _____ (1/2 % of the estimated annual value of contract). Late bids and the bids without EMD will be rejected. Part I of the bids will be opened at 11.00 am on _____, in the presence of the Bidders' representatives who choose to attend at the address below.

5. The attention of prospective Bidders is drawn to (i) the fact that they will be required to certify in their bids that they have not been black listed any where in the country by any of the Government Department / Agency and that they have not been sentenced to punishment by the court of law any where in the country.

The Superintending Engineer / Circle Office _____ ,

(Mr. _____)

Phone: _____

Fax: _____

e-mail ID: _____

CONDITIONS OF CONTRACT

1. Definitions and Interpretations

1.1 Definitions

In the contract (as herein after defined), the following words and expressions shall have the meanings hereby assigned to them:

- 1.1.1 “Commencement Date” means the date of signing of contract.
- 1.1.2 “Conditions” means Conditions of Contract.
- 1.1.3 “Contract” means agreement between the Employer and the Service Provider for the deployment of skilled / unskilled man power incorporating conditions, Service Provider’s price and other completed schedule, bid, Letter of Award and such further documents as may be expressly incorporated in the letter of award.
- 1.1.4 “Contract Agreement” means the document recording the terms of the contract between the Employer and the Service Provider.
- 1.1.5 “Contract Price” means the sum stated in the letter of Award as payable to the Service Provider for execution and commissioning of the works and adjusted, after optimization, on the basis provided in the contract. It shall be the sum total of the entire amount entered by the Service Provider in the schedule of prices.
- 1.1.6 “Service Provider” means the person who’s Bid has been accepted by the Employer
- 1.1.7 “Service Provider Risk” means the risk defined in pursuant with corresponding clause.

- 1.1.8 “Employer / Owner” means the DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED (DHBVNL)
- 1.1.9 “Force Majeure” has the meaning assigned to it under in pursuant with corresponding clause.
- 1.1.10 “Gross Misconduct” means any act or omission of the Service Provider in violation of the most elementary rules of diligence, which a conscientious Service Provider in the same position and under the same circumstances would have followed.
- 1.1.11 “Letter of Award” means the formal award by the Employer of the bid incorporating any adjustments or variations to the bid agreed between the Employer and the Service Provider.
- 1.1.12 “Performance Security” means the security to be provided by the Service Provider in pursuant with corresponding clause for the due performance of the contract.
- 1.1.13 “Site” means the place or places, where service is to be provided by the Service Provider .
- 1.1.14 “Sub- Service Provider” means any person (other than the Service Provider) named in the contract for any part of the works or any person to whom any part of the contract has been subcontracted with the consent of the Employer and the Sub -Service Provider’s legal successors in title but not any assignee of the Sub-Service Provider.
- 1.1.15 “Performance Certificate” means the certificate to be given by the Employer to the Service Provider In pursuant with corresponding clause.

1.1.16 “Bid” means the Service Provider’s priced offer to the Employer for the execution of the works.

1.1.17 “Government” means the Government of Haryana.

1.1.18 “Other Service Provider” means any party or parties having a direct contract with the Employer for the work outside the scope of this contract and shall include any sub Service Provider of this “other Service Provider.”

1.1.19 “Engineers” shall mean the Chief Engineer concerned, DHBVN, _____ to act as “Empowered Officer”, from time to time for the purpose of the contract.

1.2 Written Communication:-

Wherever in the contract provision is made for communication to be “Written” or “in writing” this means any hand-written, type written or printed communication including telex, cable and facsimile transmission.

1.3 Periods.

In these conditions “day” means calendar day, however, “working day” as used therein means all calendar days excluding Sunday and all legal holidays within India “Month and Year” and all dates shall be reckoned according to the Gregorian calendar.

2.0 Assignment

2.1 The Service Provider shall not assign the contract or any part of his obligations under the contract.

3.0 Contract Documents

3.1 Ruling Language

Where versions of the contract are prepared in different languages, the English version shall prevail.

3.2 Day to Day communications

The day to day communications shall be in English or Hindi language.

4. Obligations of the Service Provider

4.1 General Obligations

- i. The Service Provider shall, in accordance with the contract, with due care and diligence, shall supply the human resource as per the requirement of Divisional Engineer.
- ii. The Service Provider shall be deemed to have carefully examined the bidding documents, the site and the existing installations, as applicable, and to have satisfied himself as to the nature and character of the work on which human resource to be deployed, the prevailing meteorological conditions as well as the local uses and conditions and any other relevant matters and details.
- iii. Any information received from the Employer shall not in any way relieve the contractor from his responsibility for executing his work in terms of the contract including all details which may not have been specifically mentioned in the contract but are necessary for ensuring efficient execution of the installations of DHBVNL
- iv. On requisition of Superintending Engineer, the Circle Head, the service provider will submit the list of workers eligible to be deployed on various

Substations / 11 kV / LT Line / Office sites as per site requirement. The qualification, experience and other requirements of a particular job position should be as per rules, policy framed by the DHBVNL from time to time.

- v. Proper record of the engaged worker data base will be maintained by the service provider which may be submitted to the Chief Engineers / Circle Superintending Engineer on demand. The engaged worker data base should provide the information about the profile of each worker deployed by the service provider along with the incumbency of the worker in the appropriate format to be mutually agreed between service provider and DHBVNL. The Service Provider shall certify regarding character antecedents of workers (as per attached Performa Annexure-III) deputed for deployment in DHBVNL.
- vi. The service provider should be a license holder under the contract regulation and abolition Act,1970 and will abide by all the applicable labour laws for example Payment of Wages Act, Engaged workers Provident fund Act, ESI etc. He will submit a monthly dossier with regard compliance of all statutory compliances as per the format enclosed along with documentary evidences of such compliances.
- vii. The shifting of the man power deployed by the service provider will be done after taking the Circles Superintending Engineers into confidence and for valid reasons to be recorded in writing.
- viii. The service provider will ensure that a strict discipline is observed by the staff deployed on the establishments / sites of the DHBVNL. However in case of unsatisfactory conduct and non-observance of discipline by any staff deployed by Service Provider, DHBVNL reserve the right to ask for immediate replacement of such an engaged worker.
- ix. The service provider will ensure that the persons deployed on DHBVNL establishments / sites have undergone adequate job training so that they can work with efficiency and chances of accident are avoided. The service

provider will procure appropriate Group Insurance Cover of not less than insured value of Rs. 2.50 lacs per engaged worker.

- x. Any liability arising because of deployment of skilled labour by the service provider due to the act of the service provider himself or due to the act of the staff deployed will be borne by the service provider.

5. Contract Agreement

The Service Provider will have to execute a contract agreement with the DHBVNL on prescribed Performa (Annexure-IV) on N.J.S.P. worth Rs. 100/- with the Executive Engineer of concerned division who will represent Principal Employer i.e. the Chief Engineer concerned, DHBVNL. The SDO of the concerned sub-division shall be deemed to be the Site In-charge and the Xen In-charge of the work shall be the Officer Incharge for execution of the contract.

6. Performance Guarantee

- 6.1 The Service Provider shall furnish contract performance guarantee (s) for the proper fulfillment of the contract in the prescribed form within 15 days of "Notice of award of contract". The performance guarantee (s) shall be in the following manner
- 6.2 Performance Guarantee by way of demand draft/Bank Guarantee equivalent to two months' salary including EPF, ESI, Service tax and all other components quoted in the bid document except premium of the number of persons deployed valid for 18 months from the date of award of contract shall be furnished by the successful bidder immediately after the placement of order. No interest will be paid on this amount and the same will be released on completion of the contract on a demand raised by the Service Provider within 30 days of such request on the successful completion of contractual obligations on the part of Service Provider. This performance guarantee shall remain valid for entire contractual period. On the receipt report of DDO or on receipt of complaint, concerned Superintending

Engineer DHBVNL, shall be the authorized person to get the Bank Guarantee encashed in the case of following defaults made by the Service Provider:

- I. If the Service Provider fails to submit Pay rolls by 3rd of every month to concerned DDO with a copy to respective SDO incharge for verification to enable him submission to DDO by 7th of that month.
 - II. If Service Provider has been found indulging in malpractices.
 - III. If Service Provider fails to discharge statutory obligations of relevant provisions of the various Acts and Notifications issued by Govt. of India and Govt. of Haryana and of the contract.
 - IV. If the Service Provider fails to deposit by 7th of every month the obligatory contribution of ESI, PF, Service Tax and other statutory fund in the name of the concerned workers who have been engaged.
 - V. If the Service Provider violates the Tripartite Agreement executed between DHBVN, Service Provider and the Bank.
 - VI. The Service Provider shall keep proper record and time sheets showing the wages paid to and the time worked by all workmen employed by him in and for the performance of the contract and shall produce such wages' books and time sheets on demand for inspection by any persons duly authorized by the Employer and shall furnish to the Employer such information relating to the wages and conditions of employment of such workmen as the Employer or his duly authorized representative may from time to time require.
- 6.3 The form of the performance Guarantee shall be as provided in (Annexure-VI) of this bidding document. In the event of any change in the contract price, the performance security shall be adjusted provided that such adjustment shall be subject to the approval of the Employer. The performance security shall be paid to the Employer on first demand without conditions or proof.

7. Period of Validity

The performance security shall be valid until the Service Provider has successfully executed the work orders in accordance with the contract and has also discharged all statutory obligations of the contract and has also submitted the proof/certifications thereof issued by respective departments in respect of claims made by Service Provider.

8. Contract Price

8.1 Sufficiency of Contract Price

The Service Provider shall be deemed to have satisfied himself of and taken account of in his bid, all the conditions and circumstances of supplying human resource, contributions toward statutory obligations of EPF, ESI, Insurance, Maternity benefits, Service tax, duties, income tax etc affecting the contract price specifically.

- a. Salary as per D.C. rates payable to each category of engaged worker.
- b. Statutory liabilities of the Service Provider (including engaged workers share).
- c. Premium on D.C. Rates.
- d. Deduction of taxes at source as per laws for the time being in force.
- e. Any other component.

9. TERMS OF PAYMENT

The payment to the Service Provider for the performance of the works under the Contract will be made by the Owner as per the guidelines and conditions specified herein.

- a. The service provider will ensure that wages, allowances and other dues of the staff deployed by him are paid in time as per service agreement with them and he will provide evidence of payment of dues of staff deployed in DHBVNL in the manner agreed upon between the parties. All the dues of the engaged workers will be liquidated through "ESCROW ACCOUNT" in the following manner:-

- b. The Service Provider shall submit monthly payroll on the prescribed format attached at Annexure -VII on or before by 3rd of every month to concerned DDO with a copy to respective SDO in-charge for verification to enable him reimbursement of payment along with prescribed documents mentioned thereon.
- c. The payment of wages and other statutory benefits to workers shall be made as per detailed format by Service Provider through “ESCROW ACCOUNT operated under a Tripartite Agreement to be executed between DHBVNL, Service Provider and the Bank specifying stakes of each party and payroll submitted by the Service Provider shall be forwarded to bank for making listed payments to stake holders.
- d. It is obligatory on the part of the Service Provider to open the account of all the workers in one bank where payment can be remitted by him through ESCROW ACCOUNT to the stake holders and to the obligatory contribution of ESI, PF, Service Tax and other statutory fund in the name of the concerned workers who have been engaged.

10. DEDUCTION FROM CONTRACT PRICE

All costs, damages or expenses which the Owner may have paid, for which under the Contract the Service Provider is liable, will be claimed by the Owner. All such claims shall be billed by the Owner to the Service Provider regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Service Provider to pay within Forty Five (45) days of the receipt of the corresponding bills and if not paid by the Service Provider within the said period, the owner may then deduct the amount, from any monies due or becoming due by him to the Service Provider under the Contract or may be recovered by actions of Law or otherwise.

11. Service Provider’s Representative

- i. The Service Provider shall, in addition to a project co-ordinator,

employ one or more competent representatives to superintend the carrying out of the works on site. They shall be fluent in the language for day to day communications. Their names shall be communicated in writing to the Employer before work on site begins. At least one of the Service Provider's competent representatives on each site shall be fluent in speaking, writing, reading and understanding English.

- ii. Any instruction or notice which the Employer gives to the Service Provider's representatives shall be deemed to have been given to the Service Provider.

12. Safety Precautions

The Service Provider shall ensure that persons deployed by him observe all applicable regulations regarding safety on the site.

13. Compliance with Statutes, Regulations.

The Service Provider shall in all matters arising in the performances of the contract, comply in all respects with, give all notices and pay all fees required by the provisions of any national or state statute, ordinance or other law or any regulations or by law of any duly constituted authority.

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

The Service Provider shall keep proper record and time sheets showing the wages paid to and the time worked by all workmen employed by him in and for the performance of the contract and shall produce such wages' books and time sheets on demand for inspection by any persons duly authorised by the Employer and shall furnish to the Employer such information relating to the wages and conditions

of employment of such workmen as the Employer or his duly authorized representative may from time to time require.

14. Restriction on Working Hours.

- 14.1 Work shall be carried out on the Site normal working hours/shift or on the locally recognized days.
- 14.2 The Service Provider shall deploy only skilled engaged workers with experience of the particular type or work. No female labour shall be deployed after darkness. No person below the age of eighteen years shall be deployed. In case the Employer becomes liable to pay any wage or dues to the labour or any Government agency under any of provisions of the minimum wages act/D.C. rate, workmen compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of the Service Provider, the Employer may make such payments and can recover the same from the Service Provider's bills.

15. Damages

- i. The Service Provider shall make good the defects or damage as soon as practicable and at his own cost to match the original specification to the satisfaction of the Employer in case loss is caused due to negligence of the engaged worker of the service provider.
- ii. In case of any loss to property of DHBVNL takes place due to the negligence of contract staff of service provider, the liability to compensate for the loss shall be that of the Service Provider. The Service Provider shall ensure that the contract staffs found responsible for loss is withdrawn immediately and suitable replacement is provided. It is made clear that on three such events of negligence the contract can be terminated and the earnest money shall be

forfeited. The Service Provider is also liable to face black listing if the contract is terminated under this clause.

16. Indemnity Bond

The indemnity bond shall be furnished by the Service Provider before commencement of the contracts as per Annexure-IV.

17. Mitigation of loss or Damage

In all cases the party claiming a breach of Contract or a right to be indemnified in accordance with the contract shall be obliged to take all reasonable measures to mitigate the loss or damage which has occurred or may occur.

18. Insurance

18.1 Third Party Liability

The Service Provider shall insure against liability to third parties for any death or personal injury and loss of or damage to any physical property including the property of the Employer

- i. Such insurance shall be affected before the Service Provider begins any work on the Site.
- ii. The Service Provider shall supply Undertaking on Non-Judicial Stamp Paper that in case of any mishap he shall be responsible for the payment of all type of compensation to the labour as per provision under various Acts such as workman compensation Act etc.

18.2 General Requirements of Insurance Policies

The Service Provider shall: -

- a. Whenever required by the Employer, produce the policies or certificates of any insurance which he is required to effect under the contract together with receipts for the premiums.
- b. Effect all insurances for which he is responsible with an insurer and in terms approved by the Employer, and
- c. Make no material alterations to the terms of any insurance without the Employer's approval. If an insurer makes any material alteration to the terms the Service Provider shall forthwith notify the Employer, and
- d. In all respects comply with any conditions stipulated in the insurance policies, which he is required to place under the contract.

18.3 Remedies on the Service Provider's Failure to Insure

If the Service Provider fails to produce evidence of insurance cover as stated in pursuant to corresponding clause then the Employer may effect and keep in force such insurance. Premiums paid by the Employer for this purpose shall be deducted from the contract price.

19. General

19.1 Termination for Employer's Convenience

The Employer may at any time terminate the Contract for any reason by giving the Service Provider a notice of termination.

20. Force Majeure.

20.1 Definition of Force Majeure

Force Majeure means any circumstances beyond the control of the parties, including but not limited to:-

- a) War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies. mobilisation, requisition or embargo;

- b) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
- c) Rebellion, revolution, insurrection, military or usurped power or civil war;
- d) Riot, commotion or disorder, except where solely restricted to engaged workers of the Service Provider.

20.2 Effect of force Majeure

Neither party shall be considered to be in default or in breach of his obligations under the contract to the extent that performance of such obligations is prevented by any circumstances of Force Majeure which arise after the date of the Notification of Letter of Award.

20.3 Notice of Occurrence

If either party considers that any circumstances of Force Majeure have occurred which may affect performance of his obligations he shall promptly notify the other party.

20.4 Performance to Continue

Upon the occurrence of any circumstances of Force Majeure the Service Provider shall endeavour to continue to perform his obligations under the contract so far as reasonably practicable. The Service Provider shall notify the Employer of the steps he proposes to make including any reasonable alternative means for performance which is not prevented by Force Majeure. The Service Provider shall not take any such steps unless directed so to do by the Employer.

20.5 **Additional Costs caused by Force Majeure**

If the Service Provider incurs additional costs in complying with the Employer's directions in pursuant to the relevant clause, the amount thereof shall be certified by the Employer and added to the Contract price.

20.6 **Termination in Consequence of Force Majeure**

If circumstances of Force Majeure have occurred and shall continue for a period of 180 days then, notwithstanding that the Service Provider may by reason thereof have been granted an extension of Time for completion of the works, either party shall be entitled to serve upon the other 30 days notice to terminate the contract. If at the expiry of the period of 30 days Force Majeure shall still continue the contract shall terminate.

21. **Notice of Default**

If the Service Provider is not executing the works in accordance with the contract or is neglecting to perform his obligations there under so as seriously to affect the programme for carrying out of the works, the Employer may give notice to the Service Provider requiring him to make good such failure or neglect.

21.1 **Nature of Service Provider's Default**

If the Service Provider:-

- a) has failed to comply within a reasonable time with a notice in pursuant to corresponding clause or
- b) Assigns the contract or subcontracts the whole of the works
- c) Becomes bankrupt or insolvent, has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation.

The Employer may, after giving 15 days notice to the Service Provider, terminate the contract and expel the Service Provider from the site.

Any such expulsion and termination shall be without prejudice to any other rights or powers of the Employer, or the Service Provider under the contract.

The Employer may upon such termination out source human resource himself or by any other Service Provider.

21.2 Statutory and other Regulations.

The contract price shall be adjusted to take account of any increase or decrease in cost resulting from changes in legislation of the country.

Legislation means any law, order, regulation or by-law having the force of law, which affects the Service Provider in the performance of his obligations under the contract, made after the date of notification of award and its acceptance.

22. Notices

22.1 Notice to Service Provider

All certificates, notices or written order to be given to the Service Provider by the Employer under these conditions shall be sent by airmail post, cable, telex or facsimile transmission to or left at the Service Provider's principal place or business or such other address as the Service Provider shall notify for that purpose, or may be handed over to the Service Provider's representative.

22.2 Notices to Employer

Any notice to be given to the Employer under these conditions shall be sent by airmail post, cable, telex or facsimile transmission to or left at the respective address notified for that purpose in the letter of award, or handed over to the Employer's representative authorised to receive it.

22.3 **Minutes of Meetings.**

Instructions or notice to the Service Provider and notice from the Service Provider to the Employer record in a minute or protocol signed by the authorised representative of the given and of the recipient of such notice or instruction shall be valid notice or instruction for the purposes of the contract.

23. **Settlement of Disputes**

23.1 Any dispute (s) or difference (s) arising out of or in connection with the contract shall, to the extent possible, settled amicably between the parties.

23.2 If any dispute or difference of any kind whatsoever shall arise between the owner and the Service Provider, arising out of the contract for the performance of the works whether during the progress for the works, or after its completion or whether before or after the termination abandonment or breach of the contract, it shall, in the first place, be referred to and settled by the Empowered Officer appointed by the owner, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the owner and the Service Provider.

23.3 Unless as hereinafter provided, such decision in respect of any matter so referred shall be final and binding upon the parties until the completion of the works and shall forthwith be given effect to by the Service Provider who shall proceed with the works with all due diligence, whether he or the owner required arbitration as hereinafter provided or not.

23.4 If after the Empowered Officer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within party (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.

23.5 In the event of the Empowered Officer failing to notify his decision as aforesaid within thirty (30) days after being requested aforesaid, or in the event of either the owner or the Service Provider being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty (30) days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

24. Arbitration

24.1 All disputes or differences in respect of which the decision, if any, of the Empowered Officer has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.

24.2 The arbitration shall be conducted by three arbitrators, one each to be nominated by the Service Provider and the owner and the third to be appointed by both the arbitrators, who shall act as presiding arbitrator. Arbitration proceeding shall be conducted as provided in the arbitration & conciliation act 1996, or any statutory modification thereof. Arbitration shall be held either at Hisar or the Circle office headquarter, as the case may be

24.3 No decision given by the Empowered Officer in accordance with the foregoing provisions shall disqualify him as being called a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the disputes of difference referred to the arbitrators as aforesaid.

24.4 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the contract.

25. Taxation:

25.1 The Service Provider shall be entirely responsible for payment of all taxes, duties, licence fees etc. incurred until delivery or the contract supplied to the Employer.

25.2 The Service Provider shall be solely responsible for the taxes that may be levied on the Service Provider's persons or on earning of any of his engaged worker 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 Service Provider or his person if it is obligatory under the provisions under the Indian Income Tax Act, deduction of Income Tax at source shall be made by the Employer.

26.0 QUANTITY VARIATION:

The Empowered Officer of the Employer reserves the right to increase or decrease the man power requirement as per need.

In witness whereof, the parties hereto consent this agreement to be signed in their respective names as of the day & year first above written.

27.0 T&P The contractor shall provide T&P items to each of the technical personnel like Hand Gloves, Pliers, Gum Boot, Rain Coats etc. without any extra cost to the owner.

28.0 Scrutiny of Qualification / Credentials of Staff Provided

The contractor, before employing any personnel against any post under this contract, shall submit the qualification / experience proof and other credentials to the concerned circle office, which will then be scrutinized by a committee of concerned Executive Engineer, concerned SDO and the Divisional Accountant. Only those personnel will be employed by the contractor whose above stated credentials are cleared by the aforementioned committee.

SIGNED, SEALED AND DELIVERED

For & on behalf of Service Provider

For & on behalf of DHBVNL

Signature

Signature

Name

Name

Designation

Designation

Address

Address

In the presence of

1.

2.

INSTRUCTION TO BIDDERS PART-2

1.0 SCOPE OF BID: -

SE/ Circle Office _____, Dakshin Haryana Bijli Vitran Nigam Limited (DHBVNL), _____ (Haryana) hereinafter called 'DHBVNL'/ 'Owner'/ 'the Employer' wishes to receive Bids from the service provider for deployment of appropriate skilled human resource in DHBVNL as per detail below:

Sr. No.	Category of worker	Minimum Education Qualification
1.	Lower Division Clerk (LDC)	He must be a Class 10 + 2 with minimum marks 55% from a recognized institute with English as a compulsory subject
2.	Shift Attendant	Matriculate with I.T.I. in Electrician/Wireman/Electronics trade from recognized Institute with Minimum 55% marks.
3.	Driver	Matriculation with maximum age up to 40 year and 5 years experience of driving LT/HT vehicles and

		having valid driving license.
4.	Assistant Lineman (ALM)	Matriculate with ITI in Electrical / Wireman / Electronics trade from any recognized Institute with minimum 55% marks
5	Sweeper	Middle pass

Sr No	Name of Circle	Requirement of Manpower				
		LDC	Shift Attendant	Driver	ALM	Sweeper
	HISSAR					
	GURGAON					
	FARIDABAD					
	BHIWANI					
	SIRSA					
	NARNAUL					
	REWARI					

Note: Any other category of personnel required can be added by the concerned SE as per requirement

1.1 The detailed scope of works has been described in detail in Section-I of bidding documents.

1.2 WORK SCHEDULE

1.2.1 The successful Bidder immediately after award of contract is required to execute and sign contract within 7 days of issue of Letter of Award (LOA). In case bidder does not sign the contract with in the above stipulated period agreement, the

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owner/employer has right to forfeit the earnest money and consider the next eligible bidder for awarding work.

2.1 Qualifying Requirements for Bidders:

- a) The bidder shall be financially sound and must not be anticipating any ownership change during the period from Bid submission to two years after Commercial operation.
- b) The service provider should be a license holder under the contract regulation and abolition Act, 1970 and being the principle employer complies with the provisions of the all the labour laws vis. Minimum Wages Act, ESI, P.F., Maternity benefits etc. and ensure the compliance of the same.
- c) The Service Provider should have provided at least _____ (25% of the total requirement of the circle) nos. of the skilled personnel per month on an average to any employer during at least last two years and shall submit along with the bid the rolls of such personnel as a proof of having provided these much required nos. of personnel. The tender form will be issued on the supply of copy of the valid license from the competent government department / agency and proof of having provided at least the required nos. of _____ (25% of the total requirement of circle) personnel per month on an average.
- d) The Service Provider will submit the copy of valid registration certificate issued by the office of Provident Fund, ESI and Central Excise Department for Service Tax besides TAN Number in the name his firm/company.
- e) The Service Provider should have complete data base of the human resource to be supplied by him including photograph, resumes, Identity Proof and the copy of the testimonials.
- f) The service provider should have the management team to ensure smooth functioning of human resource supplied by him.

2.2 FINANCIAL CRITERIA:

- a. The bidder should have average annual turnover of at least INR _____ (30% of the total estimated annual contract value) Crores for the best two years out of last 5 years.
- b. The Bidder should have liquid assets and/or evidence of access to or availability of credit facilities of not less than INR _____ (10% of the total estimated annual contract value) crores.
- c. The successful bidder will submit the banker's certificate stating that INR _____ (10% of the total estimated annual contract value) crores of working capital will be kept reserve by the bank to be solely utilized for purpose of making payments of wages and statutory benefits to the workers on or before the 7th day of each month.

2.3 Personnel Capability :

The Bidder should have the management team to ensure smooth functioning of human resource supplied by him.

2.4 Bids may be submitted by one of the following:

A Private limited or a public limited company that meets all the qualification requirements set forth in pursuant to relevant clause

2.5 To be qualified for award, bidders shall provide evidence satisfactory to the employer of their capability and adequacy of resources to carry out the contract effectively. Bids shall include the following information :

- a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business, power of attorney in favour of the signatory of the bid.
- b) Proof of total annual turnover of the last 5 years.
- c) List of Contracts executed as Prime Service Provider of similar nature over the last 5 years and details of other works in hand and contractual commitments.
- d) The qualification and experience of personnel proposed to be employed for executing the contract.
- e) Reports on the financial standing of the bidder including profit and loss statements, audited balance sheets, credit reports of the last 3 years and an estimated financial projection for the next two years.
- f) Evidence of access to lines of credit and availability of other financial resources.
- g) Authority to seek information from the Bidder's banks on the format attached.
- h) Information regarding any current litigation in which the bidder is involved, the parties concerned and nature of dispute.

3.0 ONE BID PER BIDDER

Each bidder shall submit only one bid. A bidder who submits more than one bid will be disqualified.

4.0 AMENDMENT TO BIDDING DOCUMENT:

- 4.1 At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).
- 4.2 The amendment will be notified in writing or by telex or cable to all prospective Bidders which have received the Bidding Document at the address contained in the letter of request for issue of bidding document from the Bidders. Owner will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.
- 4.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Owner may, at its discretion, extend the deadline for the submission of bids.
- 4.4 Such amendments, clarifications, etc. shall be binding on bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

5.0 LANGUAGE OF BID

- 5.1 The Bid prepared by the Bidder and all correspondence and documents relating to the bid, exchanged by the Bidder and the Owner, shall be written in the English language.

6.0 DOCUMENTS COMPRISING THE BID

- I. The Service Provider should be a license holder under the Contract Regulation and Abolition Act, 1970 and being the principle employer complies with the provisions of all the labour laws vis. Minimum Wages Act, ESI, P.F., service tax, Maternity benefits etc. and ensure the compliance of the same. The Service Provider will submit the documentary evidence of the previous transactions and valid copy of certificate/registration, permits, permissions and license issued by the competent authority of the concerned department. Service provider shall ensure that all such permits/permission/Licenses etc. are duly renewed, valid before submission with Bid Document.
- II. The service provider will submit the list of workers eligible to be deployed on various substations. The qualification, experience and other requirements of a particular job position should be as per rules, policy framed by the DHBVNL from time to time.
- III. The engaged worker data base having information about the profile of each worker to be deployed by the service provider alongwith the incumbency of the worker in the appropriate format and character antecedents of workers (as per attached Performa).
- IV. Prescribed Earnest Money in a separate envelope
- V. The proof of satisfactory execution of similar contracts if any.
- VI. Price Bid in a outer sealed envelope duly subscribed by the name, subject and opening date of tender enquiry.

7.0 BID PRICE

- 7.1 Price quoted for in the bid form and schedule of prices attached at annexure-I shall be reasonable in the judgment of the employer. Under no circumstances, will a manifestly unbalanced bid be considered.
- 7.2 The bidder shall complete the bid form and appropriate price and other schedules furnished in the bidding documents, indicating the services to be provided.
- 7.3 The prices shall be quoted in Indian Rupees (INR) only.

8.0 BID VALIDITY

- 8.1 Bids shall remain valid for 120 days from the date of opening bid Part I or for 90 days from the opening of Price bid Part II, whichever is later.
- 8.2 In exceptional circumstances, prior to expiry of the original bid validity period, the employer may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

9.0 TAXES AND DUTIES:

- 9.1 The work contract tax and other Taxes and Duties, Levies, service tax etc shall payable by the bidders in respect of contract shall be paid by him.

9.2 As regards the Income Tax, surcharge on Income Tax and other taxes including tax deduction at source, the Bidder shall be responsible for such payment to the concerned authorities within the prescribed period.

10.0 Earnest Money:

10.1 Each tender shall be accompanied with requisite Earnest Money of INR (1/2% of the total estimated annual contract value) lac. The amount deposited with the tender as Earnest Money shall be adjusted towards security deposit in case of successful bidder.

10.2 The employer shall reject any bid not accompanied by an acceptable Earnest Money.

10.3 The Earnest Money of unsuccessful bidders will be returned at the earliest, but not later than 30 days after the expiry of the period of bid validity. In case of successful bidder the amount deposited with the tender as Earnest Money shall be adjusted towards bid security.

10.4 The Earnest Money of the successful bidder will be returned when the bidder has signed the agreement and furnished the required performance security and security deposit.

10.5 The Earnest Money may be forfeited

a) If the bidder withdraws its bid except as provided in pursuant to relevant clause

b) In case the successful bidder, if he fails within specified time limit to:

i) Sign the agreement

ii) Furnish the required performance security.

c) In case, the bidder submits the fraudulent documents to get qualified.

11.0 BID SECURITY:

The successful bidder on receipt of letter of Award shall have to deposit a sum of INR _____ (1% of the total estimated annual contract value) lacs as bid security. Earnest Money received with the bid document would be adjusted towards the bid security. The bid security could be forfeited and shall be released as per the conditions laid for the performance guarantee pursuant to corresponding clauses of bid document above. Interest will be paid on the security deposit on the successful completion of the contract equal to the base rate of SBI for 1 year loan prevailing on the date of award of the contract.

12.0 FORMAT OF BID:

- 12.1 The Bidder shall prepare one original and two copies of the bid, clearly marking each "Original Bid" and "Copy of Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.
- 12.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. The letter of authorization shall be indicated by written Power-of-Attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- 12.3 The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

13.0 SIGNATURE OF BIDS:

- 13.1 The bid must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.
- 13.2 Bid by a Private Limited or a Public Limited company that meets all the qualification requirements set forth in pursuant to relevant clause. Or a public limited company must be furnished with full names of all Directors and be signed with the Director name,

followed by the signature(s) and designation(s) of the authorised Director or other authorized representative(s).

- 13.3 Bids by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary, other person or persons authorized to bid on behalf of such Corporation/Company in the matter.
- 13.4 A Bid by a person who affixes to his signature the word `President`, `Managing Director` `Secretary`, `Agent` or other designation without disclosing his principal will be rejected.
- 13.5 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 13.6 The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- 13.7 Bids not conforming to the above requirements of signing may be disqualified.

14.0 SEALING AND MARKING OF BIDS:

- 14.1 The Bidders shall seal the original and each copy of the bid in three separate envelopes, duly marking the envelopes as "original" and "copy" as under:-
- i Bid Proposal along with Schedules
 - ii Bid Earnest Money.

These two envelopes will be sealed and placed in an outer envelope. The outer envelope shall be addressed to the Owner at the following address:

SE / Circle Office _____

_____ **Circle**

Dakshin Haryana Bijli Vitran Nigam Limited,

Phone: 000- 000000, 0000000 TELEFAX: 000-0000000

14.2 The outer envelope will bear (the name of package, the specification number, and the words "DO NOT OPEN BEFORE _____").

14.3 Each inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" or "rejected".

14.4 If the outer envelope is not sealed and marked as required in sub clause 15, the

Owner will assume no responsibility for the Bid's misplacement or premature opening.

15.0 The Bid security and Bid Price Schedules and bid documents duly signed must be submitted in two separate sealed envelopes as detailed above and should be placed in the outer envelope alongwith envelope containing these two documents.

16.0 DEADLINE FOR SUBMISSION OF BIDS:

- 16.1 The Bidders have the option of sending the bid by registered post or submitting the bid in person. Bids submitted by telex/telegram/e-mail will not be accepted. No request from any Bidder to the Owner to collect the proposals from airlines, cargo agents etc. shall be entertained by the Owner.
- 16.2 Bids must be received by the Owner at the address specified under para 15.1, not later than the time & date mentioned in the Invitation to Bid.
- 16.3 The Owner may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17.0 LATE BIDS:

- 17.1 Any bid received by the Owner after the time & date fixed or extended for submission of bids prescribed by the Owner, will be rejected and/or returned unopened to the Bidder.

18.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 18.1 The Bidder may modify or withdraw its bid after the Bid's submission provided that written notice of the modification or withdrawal is received by the Owner prior to the deadline prescribed for submission of bids.

- 18.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of relevant clause.
- 18.3 No bid may be modified subsequent to the deadline for submission of bids.
- 18.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the forfeiture of its bid security.

19.0 OPENING OF BIDS BY OWNER:

- 19.1 The Owner will open bids in the presence of Bidders representatives (upto 2 persons) who choose to attend at the date and time for opening of bids in the Invitation to Bid or in case any extension has been given thereto, on the extended bid opening date and time notified to all the Bidders who have purchased the bidding documents. The Bidders` representatives who are present shall sign a register evidencing their attendance.
- 19.2 The Bidder's names, terms and conditions, modifications, bid withdrawals and the presence or absence of the requisite bid security and such other details as the Owner, at its discretion, may consider appropriate will be announced at the opening.
- Bid Prices will be opened separately after technical and commercial evaluation of bids. The date & time of opening of the price bids will be intimated to all the bidders

in advance by DHBVNL. The price bids shall also be opened in the presence of bidder's representatives who choose to attend at the date & time of opening of price bid.

- 19.3 No electronic recording devices will be permitted during the opening of bid as well as price bids.

20.0 CLARIFICATION OF BIDS:

- 20.1 To assist in the examination, evaluation and comparison of bids the Owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

21.0 EXAMINATION OF BIDS:

- 21.1 The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. The price bid of only those bidders will be opened whose bids are found technically & commercially acceptable.
- 21.2 The price furnished in various price schedules should be consistent with each other. In the case of any inconsistency in the price furnished in the specified price schedules, the owner shall be entitled to consider the lowest prices for the purpose of evaluation and award of contract. All arithmetical errors will be rectified on the

basis of the unit price or total price (in figures or in words) whichever is more beneficial to the owner.

22.0 DEFINITIONS AND MEANINGS:

For the purpose of the evaluation and comparison of bids, the following meanings and definition will apply.

‘Bid Price’ shall mean the base price quoted by each bidder in his proposal for the services of providing human resource as per the requirement of Dakshin Haryana Bijli Vitran Nigam Limited as defined in price schedules plus all statutory obligation of PF, ESI etc. and all applicable Taxes and premium/service charges payable to the bidder.

23.0 COMPARISON OF BIDS:

- 23.1 The bids shall be compared on the basis of total for the entire scope as given in Price Schedules.
- 23.2 The evaluated bid prices of all the bidders shall be compared among themselves and as a result of this comparison, the lowest bid emerging after negotiations in SHPPC/HPPC will be selected for award of the contract.
- 23.3 The discount arising out of negotiation with SHPPC / HPPC will be indicated in the price schedule.

24.0 CONTACTING THE OWNER:

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the Owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or the interested parties are advised to refrain from contacting by any means, the Owner and /or his engaged workers / representative on matters related to the bids under consideration. The Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, in writing. Bidders will not be permitted to change the substance of the bids after the bids have been opened. Any effort by a bidder to influence the purchaser in any way may result in rejection of the bidder's bid.

25.0 AWARD CRITERIA:

- 25.1 The Owner will conduct negotiation on the offered rates with the successful bidder, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily. The Owner shall award the contract on the negotiated rates and the owner shall be the sole judge in this regard.
- 25.2 Further, the Owner reserves the right to award contracts to two or more parties in line with the terms and conditions specified in the contract.

26.0 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

26.1 The Owner reserves the right to accept or reject any bid, 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 of the grounds for the Owner's action.

27. LETTER OF AWARD:

27.1 Prior to the expiry of the period of bid validity and extended validity period, if any, the Owner will notify the successful Bidder in writing by registered letter or by cable or telex or FAX, to be confirmed in writing by registered letter, that its bid has been accepted.

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

27.3 Upon the successful Bidder's furnishing of performance guarantee in pursuant to relevant Clause the Owner will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to corresponding clauses of bid document.

28.0 SIGNING OF CONTRACT:

28.1 Within Fifteen (15) days of the Notification of award the successful bidder shall, sign the contract agreement and submit required bid security & performance guarantee. In case successful bidder fails to do so the owner has right to reject his

bid and can forfeit the earnest money beside next eligible bidder would be considered for award of contract.

29.0 Disclosure of Operating Expenses:

The contractor shall, along with the bid, separately furnish details of operating expenses which he expects to incur on monthly & yearly basis to fulfill obligations under the contract. The employer may reject the bid not accompanied by such details of operating expenses.

30.0 Sealed submission of Bids:

The bids will be submitted in two parts. Part – I shall comprise of Technical & Commercial bid and will be sealed in an envelope of appropriate size so as to avoid any tearing-off of any papers inside. The envelope will be super scribed at the top as “Part I (Technical & Commercial) Bid for NIT No. _____, due for opening on _____ “, and shall be addressed to Superintending engineer, Circle office _____, DHBVN, _____ .

Part II shall comprise of Price Bid and shall be submitted duly sealed in a separate envelope super scribed at the top as “Part II (Price) Bid for NIT No. _____, DO NOT OPEN ALONG WITH PART I)

Earnest Money Deposit (EMD) as asked for in the bid shall be sealed in a separate envelope super scribed at the top as “EMD of INR _____ against NIT No. _____, due for opening on _____”.

All the three sealed envelopes, as stated above, shall then be put in a bigger envelope, which shall be duly sealed clearly stating at the top the name of the Bidder, NIT No. & Opening Date & Time and addressed to Superintending Engineer / Circle Office _____, DHBVN, _____, listing the documents inside.

IN WITNESS WHEREOF, the Service Provider has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

For and on behalf of
M/s

(Duly authorised to sign the tender
on behalf of the Service Provider)

Name

Designation.....

Name of Co.

(in Block Letters)

Price Bid (to be filled in duplicate)

Original

Annexure-I

Sr No	Description Of Item	To be paid by Contractor to the persons to be deployed	Reimbursement by DHBVNL to the contractor
1	<p>Wages In Respect Of for the category of the person to be provided like</p> <p>L D C</p> <p>Shift</p> <p>Attend ant</p> <p>Driver</p> <p>ALM</p> <p>Sweeper</p> <p>I</p>	<p>As per list of DC Rate of District_____ for the category of the person to be provided valid for the year 2012-13</p>	<p>As per list of DC Rate of District_____ for the category of the person to be provided valid for the year 2012-13</p>
2	<p>Statutory liabilities of the contractor (Including employer share such as EPF, ESI etc. if any)</p> <p>i) EPF</p> <p>ii) ESI</p>	<p>@ As Applicable at the time of payment of wage (As per the Govt. Notification)</p>	<p>@ As Applicable at the time of payment of wage (As per the Govt. Notification)</p>
3	Service Tax		
4	<p>Service Charges Of the Service Provider (Quotation of rate should be inclusive of all other component & obligations of the Service provider provided in the bid document and Deduction of taxes at source as per laws for the time being in force)</p>	<p><input type="checkbox"/> Service Charge @_____ % of the wages as per approved list of DC Rate of District_____ valid for the year 2012-13for the category of the person to be provided.</p> <p><input type="checkbox"/> %age Service Charge in quoted above in words (_____)</p>	

(Signature and Seal of Bidder)

Name & Designation of Authorized Bid Signatory_____

Seal of Company

Note

Quoted rates should remain valid for 120 days from the date of opening of bid.

Price Bid Duplicate Annexure-I

Sr No	Description Of Item	To be paid by Contractor to the persons to be deployed	Reimbursement by HVPN to the contractor
1	<p>Wages In Respect Of for the category of the person to be provided like</p> <p>LDC</p> <p>Shift Attendant</p> <p>Driver</p> <p>ALM</p> <p>Sweeper</p>	<p>As per list of DC Rate of District_____ for the category of the person to be provided valid for the year 2011-13</p>	<p>As per list of DC Rate of District_____ for the category of the person to be provided valid for the year 2011-13</p>
2	<p>Statutory liabilities of the contractor (Including employer share such as EPF, ESI etc. if any)</p> <p>j) EPF</p> <p>ii) ESI</p>	<p>@ As Applicable at the time of payment of wage (As per the Govt. Notification)</p>	<p>@ As Applicable at the time of payment of wage (As per the Govt. Notification)</p>
3	<p>Service Tax</p>		
4	<p>Service Charges Of the Service Provider (Quotation of rate should be inclusive of all other component & obligations of the Service provider provided in the bid document and Deduction of taxes at source as per laws for the time being in force)</p>	<p><input type="checkbox"/> Service Charge @_____ % of the wages as per approved list of DC Rate of District_____ valid for the year 2012-13 for the category of the person to be provided.</p> <p><input type="checkbox"/> %age Service Charge in quoted above in words (_____)</p>	

(Signature and Seal of Bidder)

Name & Designation of Authorized Bid Signatory_____

Seal of Company

Note

Quoted rates should remain valid for 120 days from the date of opening of bid.

**PERFORMA OF LETTER OF UNDERTAKINGS (To
be submitted by the bidder alongwith his Bid)
(To be executed on non-judicial paper of requisite value)**

Ref:

Date:

To

Superintending Engineer / Circle Office _____ ,
DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED LIMITED,

Dear Sirs,

1. I*/We* have read and examined the following bid documents relating to the
.....(full scope of work)
 - a) Notice Inviting Tender.
 - b) Instructions to bidders.
 - c) Conditions of Contract along with Annexures.

2. I*/We* hereby submit our Bid and undertake to keep our Bid Valid for a period of 90 days from the date of opening of Price Bid and 120 days from the date of opening of bid, whichever is later. I*/We* hereby further undertake that during said period I/We shall not vary/alter or revoke my/our bid.
This undertaking is in consideration of DHBVNL agreeing to open my Bid and consider and evaluate the same for the purpose of award of contract in terms of provisions of bidding documents.
Should this Bid be accepted, I/We also agree to abide by and fulfill all the terms, conditions of provision of the above mentioned bid documents.

Signature alongwith Seal of Co.

.....

(Duly authorised to sign the tender
on behalf of the Service Provider)

Name

Designation.....

Name of Co.

(in Block Letters)

WITNESS

Signature

Date & Postal Address

Date

.....

Name & Address

.....

.....

Telegraphic Address

.....

.....

.....

.....

Telephone No.

Telex No.....

*Strike out whichever is not applicable

CHARACTER ANTECEDANT :

1. Name of Person
2. Father's Name
3. Permanent Home Address
4. Residential Home Address
5. Educational Qualification

Sr. No	Examination passed	%age of marks obtained	Name of the institution	Year of Passing

6. Nationality
7. Religion
8. Date of Birth
9. Mark of Identification.
10. Bank A/C No. & Detail
11. P.F A/C No. & Detail
12. GIS A/C No. & Detail
13. ESI A/C No & Detail
14. Pan No
15. Experience
16. Have you ever been convicted by the court for any offence?
If so give detail.

I further certify that the above information is true to the best of my knowledge & belief and nothing has been concealed therein.

Signature of the worker.

Certified that I have got above particulars verified through my own sources. I herby stand guarantee about good conduct & behaviour of the workman.

Signature of the Service Provider.

PROFORMA OF “AGREEMENT”

(To be executed on non-Judicial stamp paper)

This agreement made this day of Two thousand between Dakshin Haryana Bijli Vitran Nigam Limited (hereinafter referred to as “Owner” or DHBVNL which expression shall include its administrators, Company incorporated under the Companies Act, 1956) on the one part and having its registered office at (here in after referred to as the “Service Provider” or”X”..... name of the Contracting Company which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS DHBVNL is desirous of outsource skilled / unskilled man power for O & M of 33 kV substations, O&M of 11 kV / LT distribution lines & system, office work invited bids from Service Providers, and whereas

..... ‘X’ had participated in the above referred bidding vide their proposal No. Dated..... and awarded the contract to”X”..... on terms and conditions, documents referred to therein, which have been accepted by”X”resulting into a “contract”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER.

1.0 Article

1.1 Award of Contract

DHBVNL has awarded the contract to”X”.....for the work of on terms and conditions contained in its letter of award No. Dated and the documents referred to there in. The award has taken effect from aforesaid letter of award. The terms and expressions used in this agreement shall have the same meaning as are assigned to them in the “Contract Documents” referred to in the succeeding article.

2.0 CONTRACT DOCUMENTS

The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (herein after referred to as “Contract Documents”)

- i) DHBVNL bidding documents in respect of Invitation to Bid, Instructions to Bidders, Conditions of Contract and all other sections including all amendments vide its letter(s) No(s) dated..... .
- ii) Agreed Minutes of the Meeting held on between DHBVNL and “X”.
- iii) DHBVNL'S letter of award No..... datedduly accepted by “X” and detailed award No.....dated.....

All the aforesaid contract documents shall form an integral part of this agreement, in so as the same or any part conform to the bidding documents (Vol-I & II) and what has been specifically agreed to by the owner in its letter of award. Any matter inconsistent therewith, contrary or repugnant there to or any deviations taken by the Service Provider in its “Bid Proposal”, but not agreed to specifically by the owner shall not form part of this agreement. For the sake of brevity this agreement along with its aforesaid contract documents shall be referred to as the “Agreement”.

3.0 CONDITIONS AND COVENANTS

- 3.1 The scope of the contract, consideration, terms of payment, taxes, wherever applicable, insurance, liquidated damages, performance guarantee and all other terms and conditions are contained in DHBVNL's letter of award No..... dated..... read in conjunction with other aforesaid contract documents. The contract shall be duly performed by the Service Provider strictly and faithfully in accordance with the terms of the agreement.
- 3.2 The scope of work shall also include supply & installation of all such items which are not specifically mentioned in the contract documents, but which are needed for successful, efficient, safe and reliable operation of the equipment unless otherwise specifically excluded in the specifications under “exclusions” or Letter of Award.

3.3 TIME SCHEDULE

- 3.3.1 Time is the essence of the contract and schedules shall be strictly adhered to and “X” shall perform the work in accordance with the agreed schedule.
- 3.4 It is further agreed by the Service Provider that the Contract performance guarantee shall in no way be construed to limit or restrict the owner's right to recover the damages/compensation due to short-fall in the equipment performance figures as stated above or under any other clause of the Agreement. The amount of damages/compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and/or otherwise.

The contract performance guarantee furnished by the Service Provider is irrevocable and unconditional and the owner shall have the powers to invoke it notwithstanding any dispute or difference between the owner and the Service Provider pending before any court, tribunal, arbitrator or any other authority.

3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede any prior correspondence, terms and conditions contained in the agreement. Any modification of the agreement shall be effected only by a written instrument signed by the authorised representative of both the parties.

4.0 SETTLEMENT OF DISPUTES

It is specifically agreed by and between the parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement shall be decided by the process of settlement & arbitration as specified in clause 50 and 51 of the Conditions of Contract & of the provisions of the Indian Arbitration and Conciliation Act 1996 shall apply and _____courts alone shall have exclusive jurisdiction over the same.

4.1.1 NOTICE OF DEFAULT

Notice of default given by either party to the other party under Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by telex or by registered mail with acknowledgement duly addressed to the signatories at the addresses mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorised representatives have executed these presents (execution where of has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Hisar.

Signed, sealed and Delivered by the

FOR AND ON BEHALF OF DAKSHIN HARYANA BIJLI VITRAN NIGAM LTD.

NAME :
TITLE : SUPERINTENDING ENGINEER
DHBVNL, _____

IN THE PRESENCE OF

FOR AND ON BEHALF OF THE SERVICE PROVIDER (NAME & ADDRESS OF THE FIRM)

NAME :

TITLE :

IN THE PRESENCE OF

Note :-

**PERFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE SERVICE PROVIDER FOR THE
EQUIPMENT HANDED OVER BY DHBVN FOR
PERFORMANCE OF ITS CONTRACT**

**(Entire Equipment consignment in one lot) (On
non-Judicial stamp paper of appropriate Value)**

INDEMNITY BOND

THIS INDEMNITY BOND is made thisday of 20..... by
..... a Company registered under the Companies Act, 1956/Partnership
firm/proprietary concern having its Registered Office at(hereinafter called
as 'Service Provider' or 'Obligor' which expression shall include its successors and permitted assigns)
in favour of Dakshin Haryana Bijli Vitran Nigam Limited, _____
..... (hereinafter called DHBVNL which expression shall include
its successors and assigns).

WHEREAS DHBVNL has awarded to the Service Provider a Contract for vide its
Letter of Award/Contract No. dated and its Amendment No.
.....and Amendment No.(applicable when
amendments have been issued, hereinafter called the 'Contract') in terms of which DHBVNL is
required to hand over various Equipment to the Service Provider for execution of the Contract.

And WHEREAS by virtue of clause No16 of the said Contract, the Service Provider is required to
execute an Indemnity Bond in favour of HVPNL for the
NOW THEREFORE, This Indemnity Bond witnesseth as follows:

1. The Service Provider undertakes to keep DHBVNL harmless against any loss or damage that may be caused to DHBVNL on a/c of act by persons deployed by him.
2. The Service Provider undertakes that the Persons deployed shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and none part of the person shall be utilized for any other works or purpose whatsoever. It is clearly understood by the Service Provider that non-observance of the obligations under this Indemnity Bond by the Service Provider shall inter- alia constitute a criminal breach of trust on the part of Service Provider for all intents and purposes including legal/penal consequences.
3. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is mis-utilised in any manner whatsoever, then the Service Provider hereby agrees that the decision of Engineer-in-Charge/Engineer of DHBVNL at to assessment of loss or damage to the Equipment shall be final and binding on the Service Provider. The Service Provider binds itself and undertakes to replace the lost and/or damaged

Equipment at its own cost and/or shall pay the amount of loss of DHBVNL without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to DHBVNL against the Service Provider under the contract and under this Indemnity Bond.

4. NOW THE CONDITION of this Bond is that if the Service Provider shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of DHBVNL THEN, the Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Service Provider has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

Fore and on behalf of
M/s

WITNESS

- | | | | |
|----|----|-----------------|---------------------------|
| 1. | 1. | Signature | Signature |
| | 2. | Name | Name |
| | 3. | Address | Designation |
| | | | Authorised representative |
| 1. | 1. | Signature | |
| | 2. | Name | (Common Seal) |
| | 3. | Address | (In case of Company) |
| | | | |

* Indemnity Bonds are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the Power of Attorney issue under common seal of the company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

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

Ref:

Bank Guarantee No.....

Date:

To

Superintending Engineer / Circle Office _____,
DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED,

Dear Sirs,

In consideration of DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED, (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..... with its Registered/Head office

at..... (hereinafter referred to as the 'Service Provider' 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.

.....datedand the same having been unequivocally accepted by the Service Provider, resulting into a contract bearing No.dated

valued at for (scope of contract) and the Service Provider having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to *(%)per cent) of the said value of the Contract to the Owner.

We, (Name and 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 Service Provider to the extent of.....as aforesaid at any time upto.....(days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Service Provider.

Any such demand may by the owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Service Provider 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 Service Provider. 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 Service Provider and to exercise the same at any time in any manner, and either to enforce or to for bear to enforce any covenants, contained or implied in the Contract between the Owner and the Service Provider 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 Owner of 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 Service Provider and notwithstanding any security or other guarantee the Owner may have in relation to the Service Provider's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to and it shall remain in force upto 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 thisday of.....20.....at.....

WITNESS

.....
◆ (Signature)

.....
(Signature)

.....
◆ (Name)
◆ (Official Address)

.....
(Name)
(Designation with Bank Stamp)

Attorney as per Power
of Attorney No.....

Date :

NOTE :

1. The stamp papers of appropriate value shall be purchased in the name of issuing bank.

PERFORMA OF EXTENSION OF BANK GUARANTEE

Ref: Date:

To
Superintending Engineer / Circle Office _____,
DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED,

Dear Sirs,

Sub : Extension of Bank Guarantee No..... for Rs. favouring yourselves, expiring on on account of M/s.....in respect of Contract No..... dated (hereinafter called original Bank Guarantee).

At the request of M/s, We Bank, branch office at and having its Head Office atdo hereby extend our liability under the above mentioned Guarantee No. dated for a further period of Years/Months fromto expire on except as provided above, all other terms and conditions of the original Bank Guarantee No. dated shall remain unaltered and binding.

Please treat this as an integral part of the original Bank Guarantee to which it would be attached.

Yours faithfully,

For
Manager/Agent/Accountant
Power of Attorney No.
Dated

SEAL OF BANK

- NOTE:** The non-judicial stamp paper of appropriate value shall be purchased in the name of the bank who has issued the Bank Guarantee.

ANNEXURE-VII

1. Name of Department

2. Name of Contractor

3. (a) Licence No. under Contract (Regulation & Abolition) Act, 1970.....

(b) Validity expires on

4. MONTH

YEAR

No. of Emp	Name of Engaged workers	Skilled/un skilled worker	Amount of wages	Payment made vide cheque No./Account No of engaged worker	ESI code of Engaged workers	Amount deposited Ch. No			Engaged workers P.F. No	PF deposited Cheque No		
						Employers contribution	Engaged workers contribution	Challan No.		Employer's contribution	Engaged workers contribution	Challan No.

TRIPARTITE ESCROW AGREEMENT

This Agreement is made on the _____ day of _____ 2012 at _____ amongst *Service Provider* (_____) having its Registered Office at _____ (*hereinafter referred to as "the Service Provider" which expression shall include its successors or assigns*) of the first part and

Dakshin Haryana Bijli Vitran Nigam Ltd. Constituted under the Companies Act 1956 having its Registered Office at Vidyut Sadan, Vidyut Nagar, Hisar (*hereinafter referred to "the DHBVNL" which expression shall include its successors or assigns*) of the second part and

_____ *Bank constituted under the Banking Companies (Acquisition and Transfer of undertaking) Act 1970, having its Head Office at _____ and several branches throughout the country and abroad including branch at _____ (hereinafter referred to as the "Escrow Agent" which term shall include its successors or assigns)* of the third part.

AND WHEREAS the DHBVNL has agreed to take Skilled/Unskilled labour for different sub-transmission and distribution activities and maintenance of 33 kV sub-stations and 11 kV / LT lines from the Service Provider as specified in Service Agreement with reference to NIT No _____ Dated. _____.(here in after referred as Service Agreement)

And Whereas the Service Provider has agreed to provide Skilled/Unskilled labour for different sub-transmission and distribution activities and maintenance of 33 kV sub-stations and 11 kV / LT lines in respect of the activities / services mentioned in the Service Agreement as mentioned above.

AND WHEREAS the Service Provider has agreed to open & maintain Escrow for making the payment of wages and other statutory benefits to workers and the obligatory contribution of ESI, PF, Service Tax and other statutory fund in the name of the concerned workers who have been engaged, shall be made as per detailed format by Service Provider through "ESCROW ACCOUNT" operated under a Tripartite Agreement to be executed between DHBVNL, Service Provider on **Current Account No.** _____ (*hereinafter referred to as an "Escrow Account"*) maintained with Escrow Agent under the Service Agreement made by the Owner i.e. DHBVNL as per guidelines and conditions specified in the Service Agreement.

AND WHEREAS the Service Provider also declares and undertakes that it shall not collect credit or make any adjustment against receivables directly or through any other person except as provided under service agreement and shall ensure that no other person is being authorized to utilize or appropriate any part of the receivables.

And WHEREAS the DHBVNL declares and undertakes that on receipt of confirmation of payment made to staff deployed and statutory payment by the banker/Service provider, the payment of the amount released through Escrow account will be made to the Service Provider by Cheque at the earliest.

AND WHEREAS the _____ Bank has agreed to act as the Escrow Agent in respect of the amount deposited in the said escrow account and in the event of receipt of notice of demand from the Service Provider apply the proceeds in the escrow account for payment of the dues to the Service Provider from the DHBVNL in the manner provided in the agreement.

NOW THIS AGREEMENT WITNESSETH AS UNDER: -

1. Each of the Service Provider and the DHBVNL hereby appoint the _____ **Bank** as the Escrow Agent and the Escrow Agent hereby accepts the appointment as the Escrow Agent of the Service Provider and the DHBVNL on the terms and conditions contained herein.
2. The Service Provider hereby acknowledges and undertakes to ensure the deposit of *the amount equivalent to amount payable to Staff deployed and statutory liabilities* in Escrow Account No. _____ maintained with Escrow Agent as per terms & condition of Service Agreement and by the date as specified in the Service agreement.
3. The Service provider further acknowledges and undertakes not to open or establish any other account for making the payment of wages and other statutory benefits to workers and the obligatory contribution of ESI, PF, Service Tax and other statutory fund in the name of the concerned workers who have been engaged. In the event, the Service Provider intends to open any other account or establish any other mode for the said purpose; the Service Provider shall obtain prior written consent of the DHBVNL.
4. The Service provider further acknowledges and undertakes to comply with all the terms & conditions mentioned in the Service Agreement and this agreement are part & parcel of Service Agreement.
5. The service provider will ensure that wages, allowances and other dues of the staff deployed by him are paid in time as per service agreement with them and he will provide evidence of payment of dues of staff deployed in DHBVNL in the manner agreed upon between the parties. All the dues of the engaged workers will be liquidated through "ESCROW ACCOUNT" in the following manner:-
 - a. The Service Provider shall submit monthly payroll on the prescribed format attached at Annexure-VII on or before 3rd of every month to concerned DDO with a copy to respective SDO in-charge for verification to enable him reimbursement of payment along with prescribed documents mentioned thereon.

- b. The payment of wages and other statutory benefits to workers shall be made as per detailed format by Service Provider through "ESCROW ACCOUNT" operated under a Tripartite Agreement to be executed between DHBVNL, Service Provider shall be forwarded to bank for making listed payments to stake holders.
 - c. It is obligatory on the part of the Service Provider to open the account of all the workers in one bank where payment can be remitted by him through ESCROW ACCOUNT to the stake holders and to the obligatory contribution of ESI, PF, Service Tax and other statutory fund in the name of the concerned workers who have been engaged.
6. That the DHBVNL shall without prejudice to other rights and remedies be entitled to recall the amount covered under the Service Agreement at any time, if the Service Provider fails to fulfill its obligation under the said agreement and/or in the event of its committing breach of any of the terms thereof.
7. If at any time, for any reason whatsoever, the Service Provider defaults in making deposits in Escrow Account and for making the payment of wages and other statutory benefits to workers and the obligatory contribution of ESI, PF, Service Tax the Service Provider, notice of demand will be served on the Escrow Agent by the DHBVNL to remit the amount to the staff deployed and statutory liability from the said designated Escrow Account. Such notice of demand shall be conclusive evidence of the Service Provider having defaulted to the payment due to Staff employed and statutory payment.
8. That on receipt of the notice of demand from the DHBVNL the Escrow Agent shall immediately effect the payment demanded by the DHBVNL in full, superseding all other payments under the obligation of the Service provider and also any other instructions of the DHBVNL and notwithstanding any reason whatsoever.
9. Should for any reason, the balance in the Escrow Account is insufficient to meet fully the payment demanded by the DHBVNL in their notice, the Escrow Agent may debit and make payment of the salary to the Staff deployed and Statuary obligation to the extent available there in and when further credits are affected/received in the Escrow Account, the Escrow Agent shall continue to make payment of the salary to the Statuary obligation / Staff deployed till the full amount as per notice of demand by the DHBVNL is paid.
10. The Service provider and the Escrow Agent confirm that the Service provider has given an irrevocable and unconditional authorization under this agreement in favour of the Escrow Agent extending inter-alia, the mandate to discharge the commitments under the agreement from time to time and the Service provider and the Escrow Agent shall not revoke the mandate without the prior written approval and consent of the DHBVNL.

11. The Escrow Agent shall not have any lien or right to set off or be entitled to assert a general claim on the monies in the Escrow Account to the extent of demand raised by DHBVNL.
12. The parties shall be governed and construed in accordance with the Indian Laws and the parties hereby irrevocably submit to the exclusive jurisdiction of the court at _____ to entertain and decide any dispute relating to or arising of this agreement.
13. The Escrow Agent shall furnish the authenticated bank statement of the transaction on the day of payment to the DHBVNL or as and when called for by the DHBVNL.
14. The Escrow Bank shall, at the joint request of the Service Provider and the DHBVNL made on or after the payment by the Service provider of all outstanding amounts under the Service Agreement and upon confirmation of receipt of such payments by the staff deployed, close the Escrow Account. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.
15. The Escrow Bank/agent shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Service Provider. For the avoidance of doubt, such fee and expenses shall be born by the Service provider.
16. Names and specimen signatures of the DHBVNL's officials authorized to issue notice duly attested are annexed. Any change in the said authorization will be advised to Escrow Agent at the appropriate time & requirement.
17. Except as otherwise expressly provided elsewhere in this agreement, all notices and/or communications, which are required, and remitted to be in writing and shall be sufficient if delivery by Registered/Speed Post/ Facsimile/Courier/Telegram shall be addressed on the addresses given hereunder.

IN WITNESS whereof the parties hereto have executed these presents on the respective day, month and year first herein below written.

**Signed and Delivered
On behalf of Service Provider.**

By _____
(Authorised Signatory)
Address:

Signed and Delivered

On behalf of Dakshin Haryana Bijli Vitran Nigam Ltd.

**By _____
(Authorised Signatory)**

Address:

**Signed and Delivered
On behalf of _____ Bank**

**By _____
(Authorised Signatory)**

Witness:

1.

2.