NIT NO: 02/CE/OP/HSR/2016-17.

E-TENDER DOCUMENT

FOR

RE-ENGAGEMENT OF

MINISTERIAL/DRAWING/Technical NIGAM

RETIREES THROUGH CONTRACTOR

UNDER HISAR ZONE,
DAKSHIN HARYANA BIJLI VITRAN NIGAM


Open notice inviting E-tenders are inviting in two parts (Part-I Technical Bid & Part-II Price Bid) by the undersigned on behalf of Dakshin Haryana Bijli Vitran Nigam from Service provider/Regd. Companies/Co-Operative Labour & Construction Societies having eligible valid license issued by Labour Commissioner from Haryana as per following details:-

<table>
<thead>
<tr>
<th>Description of work</th>
<th>Annual Estimated Cost (Rs. In Lacs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>For providing services of Ministerial/Drawings/Technical Nigam retirees through contractor under Hisar Zone.</td>
<td>Rs. 100.20</td>
</tr>
</tbody>
</table>

Date of Start | Last date of submission | Opening date of Part-I |
27.05.2016    | 17.06.2016 upto 13.00 hrs. | 17.06.2016 upto 15.00 hrs. |

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

Chief Engineer (OP),
DHBVN, Hisar
**ANNEXURES:**

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<th>Description</th>
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<td>Condition of contract</td>
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<td>40 to 42</td>
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<td></td>
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<tr>
<td>11</td>
<td>Performa of Bank Guarantee</td>
<td>Annexure-VI</td>
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<td></td>
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<td>45 to 47</td>
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<tr>
<td>12</td>
<td>Performa extension of BG</td>
<td>Annexure-VI a</td>
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<td></td>
<td></td>
<td>48</td>
</tr>
<tr>
<td>13</td>
<td>Performa of Undertaking for compliance of under contract</td>
<td>Annexure-VII</td>
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<td></td>
<td>Regular &amp; Abolition Act, 1970</td>
<td>49</td>
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<tr>
<td>14</td>
<td>Declaration</td>
<td>Annexure-VIII</td>
</tr>
<tr>
<td></td>
<td></td>
<td>50</td>
</tr>
</tbody>
</table>

Chief Engineer/OP,  
DHBVN, Hisar
OPEN NOTICE INVITING E-TENDER NO. 02/CE/OP/HSR/2016-17.

Open tenders are inviting in two parts (Part- I Technical Bid & Part- II Price Bid) by the undersigned on behalf of Dakshin Haryana Bijli Vitran Nigam from Service provider/Regd. Companies/Co-Operative Labour & Construction Societies having eligible valid license issued by Labour Commissioner from Haryana as per following details:-

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<td>100.20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Date of Starting of e-Tender for submission of online Techno-Commercial Bid and Price Bid at <a href="http://haryanaeprocurement.gov.in">http://haryanaeprocurement.gov.in</a> of Nextenders India Pvt. Ltd.</th>
<th>Date of closing of online e-tender for submission of Techno-Commercial Bid &amp; Price Bid on web portal</th>
<th>Opening date of part-1 of proposal on web portal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>27.05.2016</td>
<td>17.06.2015 (upto 13.00Hrs.)</td>
<td>17.06.2016(15.00 Hrs.)</td>
</tr>
</tbody>
</table>

**Key Dates**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Department Stage</th>
<th>Tenderer’s Stage</th>
<th>Start date and time</th>
<th>Expiry date and time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>-</td>
<td>Downloading of Tender Documents &amp; Bid Preparation</td>
<td>27.05.2016 (16.00 Hrs.)</td>
<td>17.06.2015 (upto 13.00Hrs.)</td>
</tr>
<tr>
<td>3</td>
<td>Technical Opening (Part-I)</td>
<td>-</td>
<td></td>
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</tr>
<tr>
<td>4</td>
<td>Short listing of Technical bids &amp; Opening of Financial Bid</td>
<td></td>
<td>Will be intimated to the firms on their E-mails / telephone message / sms</td>
<td></td>
</tr>
</tbody>
</table>

Name of Contractor/ Firm

___________

Bids are invited in two parts (Part-I Technical bid & Part-II Price bid) through E-Tendering system by the undersigned on behalf of Dakshin Haryana Bijli Vitran Nigam from the eligible Service Provider / Regd. Companies / Co-Operative Labour & Construction Societies having eligible valid licence issued by Labour Commissioner from Haryana, for providing of below mentioned category of Nigam retiree under Hisar Zone for a period of one year andextendable for another six months at the sole of discretion of the Nigam or up to the date on which a regular incumbent is posted whichever is earlier in accordance with Nigam policy notified vide SE/Admin. DHBVN memo No. Ch-77/SE/Admin./REG-86 dated 9.11.2015. Plus premium.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of services</th>
<th>Tentative No. Of Manpower required in various offices of DHBVN</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ministerial</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dy.Supdt. Head Clerk, Assistant (HO),Divisional Acctt., Circle Asstt., Commercial Asstt., UDC, LDC, Junior Scale Steno, Driver, Class-IV etc.</td>
<td>46</td>
</tr>
<tr>
<td>2</td>
<td>Drawing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head Draftsman, Draftsman etc.</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>Technical</td>
<td>As per requirement</td>
</tr>
<tr>
<td></td>
<td>ALM, LM, AFM, JE &amp; S/Stn., JE /Civil etc.</td>
<td></td>
</tr>
</tbody>
</table>

The man power is tentative & may increase or decrease depending upon the requirement.

Note:-
1. Earnest money @ 2% of estimated cost subject to maximum of Rs.2.00 Lacs shall be deposited via RTGS/NEFT/OTC through online portal as per conditions mentioned in the bidding document. The total annual estimated cost is Rs. 100.20 Lacs.
2. The Tender document & e-service charges of Rs. 5,000/- (Rs.4,000/- cost of tender document + Rs. 1,000/- e-service charges) are to be paid online through e-procurement portal https://haryanaeprocurement.gov.in & the tender documents are available on the website www.dhbn.org.in and https://haryanaeprocurement.gov.in. The detailed terms and conditions can be seen in the tender documents.
3. The service provider should have a valid license issued by Labour Commissioner from Haryana before submission of tenders. License under renewal shall be considered for acceptance on merit and on production of documentary proof of application of renewal submitted to the Labour Commissioner. He should have already provided minimum 100 persons of similar work in a single Govt. organization (under State / Center Govt. undertaking) but not less than 50 persons in any singly Govt. similar services. He shall submit along with the bid the rolls of such personnel as a proof of having provided these much required nos. of personnel.
4. The tender documents having detailed terms and conditions can be downloaded from the website http://haryanaeprocurement.gov.in & For details, please visit www.dhbn.org.in from 20.5.2016 onwards. The e-tenders shall be received through website only. All interested firms are requested to get themselves registered as vendors with the said website for submitting their bids. For any assistance, please contact, Mr. Lalit Saini (09034357793) or Toll free no. 1800-180-2097 of M/S Next Tenders (India) Pvt. Ltd., Panchkula. The price bid is to be submitted on-line only. The Price bid in hand / paper form shall not to be accepted / entertained.
5. The service provider will provide eligible retirees against various services as per policy framed by DHBVN vide Notification No. 77/SE/Admn./REG-86 dated 9.11.2015.

6. The service provider should provide the following breakup of the lump sum amount specified there in each component of the cost along with its quantum on basis of calculation.
   i. Wages as per rates approved by Nigam vide Notification No. 77/SE/Admn./REG-86 dated 9.11.2015 under Clause-13 payable to each category of engaged retiree.
   ii. Statutory liability of the contractor (including employer share) such as EPF, ESI etc. if any
   iii. Premium only on Wages rates
   iv. Service tax if any.
   v. Deduction of taxes at source as per Law for the time being in force.
   vi. Any other component.
   vii. Aggregate of all.

7. The successful bidder has to submit the Bank Guarantee equivalent to 2 months lump sum salary of retirees engaged through contractor.

8. No. of Manpower can be increased/decreased as per requirement.

9. In case, the day of opening of tender happens to be a holiday, the tender will automatically be opened on next working day.

10. This office reserve the right to reject any or all the tenders received without assigning any reason.

11. Only those tenders shall be considered who deposit the earnest money and tender cost & transaction fee by due date.

12. The bids will be opened in the office of Chief Engineer (OP) DHBVN, Hisar in the presence of service provider who wish to be present.

Corrigendum, if any, will publish online on the website.

For any clarification regarding bid preparation and bid submission, please contact: M/s Nextenders (India) Pvt. Ltd.

O/o. DS&D Haryana, SCO – 09, lInd Floor, Sector – 16, Panchkula – 134108

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

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

### Key Dates

<table>
<thead>
<tr>
<th>Sr. No.</th>
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</table>
DAKSHIN HARAYANA BIJLI VITRAN NIGAM

INSTRUCTIONS TO BIDDER ON e-TENDERING SYSTEM

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on e-Procurement Portal:

All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e-Procurement Portal i.e. https://haryanaeprocurement.gov.in. The bidders are also required to have/obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities for submission and processing of the bids. Please visit the website for more details.

2. Download of Tender Documents:

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

3. Pre-requisites for online bidding:

In order to bid online on the portal http://haryanaeprocurement.gov.in, the user machine must be updated with the latest Java. The link for downloading latest java applet and “DC setup” Utility is available on the Home page under the tab ‘Download’ of the e-tendering Portal.

4. Key Dates:

The bidders are strictly advised to follow date and time as indicated in the online Notice Inviting Tenders (NIT). The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders (NIT).

5. Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, eService fee (Rs.1000/-), EMD fees and Submission of Bid Seal (Hash) of online Bids:

5.1 The online payment for Earnest Money Deposit (EMD) can be done using the secure electronic payment gateway looking into the EMD amount as mentioned below:

Following payments are to be made by the bidder online through e-procurement portal.

a) Tender document fee of Rs. 4,000/- and e-service charges of Rs.1,000/- (Total Rs. 5,000/-).

b) Earnest Money Deposit (EMD). Earnest money @ 2% of estimated cost subject to maximum of Rs. 02.00 Lacs.
c) The secure electronic payments gateway is an online interface between contractors and authorization networks.

The Interested bidder must submit the funds in advance so that the funds can be easily verified on web portal and make the payment via RTGS/NEFT/OTC to the beneficiary account no. as mentioned in the Challan.

5.2 The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, validity and all other terms and conditions except the rates (price bid). The bidder ensure that uploaded documents must be properly numbered and indexed.

The bidders shall quote the prices in price bid format in a specified template.

5.3 Submission of bids will be preceded by submission of the digitally signed & sealed bid (Hash) as stated in the time schedule (Key Dates) of the Tender.

NOTE:-
1. If bidder fails to complete the Online Bid Preparation & Submission stage by the stipulated date and time, his/her bid will be not be considered.

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

The terms and conditions stated below shall supersede all relevant conditions, if any, contained in all tender documents.

1. Tenderer must carefully study the general terms and conditions before preparation of tender. All terms and conditions of NIT and Corrigendum shall be applicable. **AGREE**

2. The Bidders shall have to pay for the Tender documents, EMD Fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/suppliers online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT. **AGREE**

3. The tenders shall be submitted in two parts. Part-I shall consist of technical details and commercial terms and part-II shall consist of price bid only. **AGREE**

4. Detailed procedure for depositing earnest money, terms and conditions are contained in SOT/key dates & tender documents. Each tenderer is required to sign by his authorized representative alongwith stamp, these documents upload the same alongwith tender. **AGREE**

5. The tenders should remain valid for 120 days from the date of opening of tender Part-I otherwise the same will not be accepted and rejected out-rightly. **AGREE**

6. The Nigam reserves the right to reject any or all the tenders received without assigning any reason. **AGREE**

7. The work will commence immediately after issue of detailed order by the Nigam and shall be completed as per schedule given by the Nigam. **AGREE**

8. This office reserves the right to allot the works to other eligible contractor(s) also who submitted his/their tender if he will be willing to execute the work on the rates tendered by L-1 bidder & accepted by this office. **AGREE**

9. Tender must bear signature of owner/sole proprietor and in case of registered firms, the firm should supply an attested copy of partnership deed and the legal power of attorney to sign the documents on behalf of the firm Please upload the document. **AGREE**

10. The service provider should have a valid license issued by Labour commissioner from Haryana before submission of tenders. License under renewal shall be considered for acceptance on merit and on production of documentary proof of application of renewal submitted to the Labour commissioner. The bidder shall have at least 3 completed years of experience of deploying. Minimum 100 persons of similar work in a single Govt. organization (under State/Center Govt. undertaking) but not less than 50 persons in any single Govt. Organization. Past performance certificate of concerned employer as documentary proof be attached Please upload the document. **AGREE**

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

12. 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. Please upload the document. **AGREE**
<table>
<thead>
<tr>
<th></th>
<th>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., etc. and ensure the compliance of the same. <strong>The service provider should submit the No Dues Certificate of ESI &amp; PF authorities to the effect that “Nothing is Due” against him. Please upload the document.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>b</td>
<td>The service provider should have a valid license issued by Labour commissioner from Haryana before submission of tenders. License under renewal shall be considered for acceptance on merit and on production of documentary proof of application of renewal submitted to the Labour commissioner. The bidder shall have at least 3 completed years of experience of deploying. Minimum 100 persons of similar work in a single organization (under State/Center Govt. undertaking &amp; big organizations) but not less than 50 persons in any single organization. <strong>Please upload the document.</strong></td>
</tr>
<tr>
<td>c</td>
<td>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. <strong>Please upload the document.</strong></td>
</tr>
<tr>
<td>d</td>
<td>The Service Provider should have complete database of the human resource to be supplied by him including photograph, resumes, Identity Proof and the copy of the testimonials. <strong>Please upload the document.</strong></td>
</tr>
<tr>
<td>e</td>
<td>The service provider shall submit the Indemnity Bond on non-judicial stamp paper of appropriate value to the effect that no dues pertaining to EPF &amp; ESI is pending against his firm. However, if any stage any such amount arises out his firm shall be fully responsible for the same.</td>
</tr>
<tr>
<td>g</td>
<td><strong>FINANCIAL CRITERIA:</strong></td>
</tr>
<tr>
<td>a</td>
<td>The bidder should have average annual turnover of at least Rs. 1.00 Crore per year and Rs. 3.00 Crore for the best three years out of last five years.</td>
</tr>
<tr>
<td>b</td>
<td>The Bidder should have liquid assets and/or evidence of access to or availability of credit facilities of not less than Rs. 20 lacs</td>
</tr>
<tr>
<td>c</td>
<td>The successful bidder will submit the banker’s certificate stating that INR 20 lacs 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 retiree on or before the 7th day of each month.</td>
</tr>
<tr>
<td>14.</td>
<td><strong>PERSONNEL CAPABILITY :</strong></td>
</tr>
<tr>
<td>a</td>
<td>The Bidder should have the management team to ensure smooth functioning of human resource supplied by him.</td>
</tr>
<tr>
<td>b</td>
<td>Bids may be submitted by one of the following:</td>
</tr>
<tr>
<td>a</td>
<td>A Private limited or a public limited company that meets all the qualification requirements set forth in pursuant to relevant clause</td>
</tr>
<tr>
<td>b</td>
<td>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:</td>
</tr>
<tr>
<td>c</td>
<td>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. <strong>Please upload the document.</strong></td>
</tr>
<tr>
<td>d</td>
<td>Proof of total annual turnover of the last 5 years. <strong>Please upload the document.</strong></td>
</tr>
<tr>
<td>e</td>
<td>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. <strong>Please upload the document.</strong></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>f</td>
<td>The qualification and experience of personnel proposed to be employed for executing the contract. <strong>Please upload the document.</strong></td>
</tr>
<tr>
<td>g</td>
<td>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. <strong>Please upload the document.</strong></td>
</tr>
<tr>
<td>h</td>
<td>Evidence of access to lines of credit and availability of other financial resources. <strong>Please upload the document.</strong></td>
</tr>
<tr>
<td>i</td>
<td>Authority to seek information from the Bidder's banks on the format attached. <strong>Please upload the document.</strong></td>
</tr>
<tr>
<td>j</td>
<td>Information regarding any current litigation in which the bidder is involved, the parties concerned and nature of dispute. <strong>Please upload the document.</strong></td>
</tr>
<tr>
<td>15.</td>
<td>Each bidder shall submit only one bid. A bidder who submits more than one bid will be disqualified</td>
</tr>
<tr>
<td>16.</td>
<td>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.</td>
</tr>
<tr>
<td>17.</td>
<td>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</td>
</tr>
<tr>
<td>18.</td>
<td>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</td>
</tr>
<tr>
<td>19.</td>
<td>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. <strong>Please upload the document.</strong></td>
</tr>
<tr>
<td>20.</td>
<td>Only those firms which have not been blacklisted by DHBVN/UHBVN or any State/Central Govt. Power Utility in India on the date of issuance of NIT shall be entitled to submit the tenders. The firm shall submit an affidavit of non-blacklisting on the non-judicial stamp paper of the appropriate value attested by Notary public. <strong>Please upload the document.</strong></td>
</tr>
<tr>
<td>21. i.</td>
<td>Undertaking on NJSP of Rs.10 as per Annexure –I of Section –V of bids. Please upload the document.</td>
</tr>
<tr>
<td>21. ii.</td>
<td>Undertaking for not changing of ownership in next two year of Rs.10</td>
</tr>
<tr>
<td>21. iii.</td>
<td>Under taking for not involving in litigation of Rs.10</td>
</tr>
<tr>
<td>21. iv.</td>
<td>Declaration for not black listed of Rs.10</td>
</tr>
<tr>
<td>21. v.</td>
<td>Cost of Tender Rs.</td>
</tr>
<tr>
<td>21. vi.</td>
<td>DD for depositing EMD of Rs.</td>
</tr>
<tr>
<td>21. vii</td>
<td>EPF No. &amp; ESI No.</td>
</tr>
<tr>
<td>21. viii</td>
<td>Sales Tax &amp; Pan No.</td>
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<tr>
<td>21. ix</td>
<td>Registration Certificate etc. <strong>Please upload the all above Documents</strong></td>
</tr>
<tr>
<td>22.</td>
<td>Undertaking for not changing of ownership in next two year <strong>Please upload the document.</strong></td>
</tr>
<tr>
<td>23.</td>
<td>Note:- Each authorized representative of tender is required to sign by his along with stamp, these documents upload the same along with tender.</td>
</tr>
</tbody>
</table>
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 providing of ministerial/drawing/technical category of Nigam’s retiree 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, Hisar /Hisar 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.

4.0 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 DHBVN Nigam’s retiree as per terms & conditions for the policy for re-engagement of retirees vide Notification No. 77/SE/Admn./REG-86 dated 9.11.2015.

(ii) All the rules/guidelines/instructions issued by the Nigam from time to time regarding
Policy for re-engagement of DHBVN retirees will be applicable.

(iii) On the requisition of SEs/OP / Head of Wing the contractor shall submit detail of the names, residential address, age, etc. of the retirees deployed by him in the various offices of the DHBVN.

(iv) Salary as per rates approved by Nigam vide Notification No. 77/SE/Admin./REG-86 dated 9.11.2015, under Clause-13 payable to each category of engaged retiree.

(v) The contractor shall be responsible to provide immediate replacement to take place of any retirees engaged by him, who is not available for duty at the place of posting and such other additional retirees as may be required for which prior information has been given.

(vi) The DHBVN, shall have the right to ask for the removal of any retiree of the contractor, who is not found to be competent and orderly in the discharge of his duty.

(vii) The contractor has to submit an undertaking NJSP to the extent that the retiree deployed is having good character and having no criminal record. However, the Nigam has the right to direct the contractor to show the verified antecedents from the local police authorities regarding the particular retiree deployed in the Nigam.

(viii) The personnel supplied have to be extremely courteous with very pleasant mannerism in dealing with the staff/visitors/consumers and should project an image of utmost discipline. The DHBVN shall have right to have any retiree removed in case of complaints or as decided by representative of the Nigam, if the retiree is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement timely in all such cases.

(ix) The agency shall be responsible for the good conduct and behavior of its retirees. If any retirees of the Agency is found misbehaving with the supervisory staff or any other staff members/consumers, it shall terminate the services of such retirees on the recommendation of the Authorized Officer of DHBVN, .

(x) None of the retirees of the Agency shall enter into any kind of private work at any location of the Nigam during working hours or otherwise, failing which penalty as stipulated in the above terms and conditions shall be imposed.

(xi) The manpower proposes to be deployed by the Agency shall be subject to screening by the Nigam, to ascertain their suitability and skills.

(xii) The service provider shall ensure that there is adequate man power for all designated work. There should be no pendency of work.

(xiii) “SCHEDULE OF SERVICE” should be as per Scope of Work.

(xiv) Termination of services of any retiree deployed by the Service Provider shall be made by a letter of termination by Service Provider, Nigam will not issue any letter in this regards.

(xv) Only physically fit personnel shall be deployed for duty by the contractor.

(xvi) The contractor shall ensure that the personnel deployed by Contractor shall not take part in any retiree union and association activities.

(xvii) The Nigam shall not be responsible for providing residential accommodation to any of the personnel of the service provider.

(xviii) The Nigam shall not be under any obligation for providing employment to any of the
15
tiree of the contractor after the expiry of the contract. The Nigam does not recognize any retiree employer relationship with any of the retirees of the service provider.

(xix) The retirees/retirees engaged by the contractor shall not accept any gratitude or reward in any shape.

(xx) It is also made clear that in case of absence/not deployment of retiree on any day then the amount of said work/men hours will be deducted from the total bill accordingly after decision of the competent authority. The retiree deployed by the contractor has no right to make or enter into any individual correspondence with the Nigam except through the contractor itself.

(xxi) The retiree employed by the contractor will not indulge in any type criminal activities/strike/anti social activities/blockade/eye-teasing/hindrance in the working of the Nigam or other illegal activities in the Nigam premises. Nigam has right to direct the contractor to replace/remove/take action against such retiree and the contractor is bound to comply the Nigam directions in this regard.

(xxii) All the conditions mentioned in the tender documents performa are part of agreement and vice-versa.

4.2 Proper record of the engaged retirees data base will be maintained by the service provider which may be submitted to the Head of Wing/Superintending Engineer on demand. The engaged retiree data base should provide the information about the profile of each retiree deployed by the service provider along with the incumbency of the retiree in the appropriate format to be mutually agreed between service provider and DHBVNL.

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 concerned DDO who will represent Principal Employer i.e. the Chief Engineer concerned, DHBVNL. The Xen In-charge shall be the Officer Incharge for execution of the contract. SE concerned shall be the Nodal officer for execution of 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

6.1.1 Further penalty @ 0.05% per day or part thereof of the value of BG if bank guarantee not submitted within 15 days from the date of issue of LOA/LOI.

If the bank guarantee is not submitted within 45 days from the date of issue of LOA/LOI, the employer/ Nigam reserves the right to cancel the LOA and initiate the action for allotment to L-2 firm at L-1 rate or below.

However before the expiry of above mentioned 45 days the contractor may seek approval for grant of additional one month (maximum) on payment of the entire penalty amount for 45 days as mentioned above. However, the grant of one month will not entitle the firm to claim the extension of the scheduled completion time.

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 retirees 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 en-cashed 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 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 retirees 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 retirees 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 retirees duly authorized by the Employer and shall furnish to the Employer such information relating to the wages and conditions of employment of such retirees 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.

7.2 **Period of contract**

The contract shall be valid for a period of One Year and can be extended for six months further by the committee constituted by the Nigam on the same terms & conditions for the existing labour contract on the production of satisfactory performance certificate by the concerned Nodel Officer.
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, Service tax, duties, income tax etc affecting the contract price specifically.

a. Salary as per rates approved by Nigam vide Notification No. 77/SE/Admin./REG-86 dated 9.11.2015 (under clause-13) payable to each category of engaged retiree.

b. Statutory liabilities of the Service Provider (including engaged retirees share).

c. Premium on Govt. approved rates ‘a’ 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 retirees deployed by him are paid in time as per service agreement with them and he will provide evidence of payment of dues of retirees deployed in DHBVN in the manner agreed upon between the parties. All the dues of the engaged retirees 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 retirees shall be made as per detailed format by Service Provider through “ESCROW ACCOUNT operated under a Tripartite Agreement to be executed between DHBVN, 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. The statutory liability like EPF, ESI, Service Tax etc. will be paid directly by the contractor and the same will be reimbursed after receipt of challans. However, any damages/penalties/ recovery levied by any other department will be borne by the contractor.

d. It is obligatory on the part of the Service Provider to open the account of all the retirees 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 retirees who have been engaged.

e. ESCROW ACCOUNT will be operated division wise and account will be opened by the successful bidder preferably at divisional headquarter or atleast at the respective circle headquarter.

f. The contractor shall fully responsible for disbursement of salary to its employees. The salary will be disbursed by the contractor by 7th of each month positively. He shall give an affidavit on stamp paper of Rs. 100/- that he shall disburse the salary to its employees engaged by him before 7th of each months & shall deposit the EPF & ESI in their accounts & and also the statutory taxes before 10th of every months. Since, it is a time consuming process for verification & pre-audit / drawl of payment by DHBVN, therefore, the contractor shall ensure that the payment to his employees is made by him from his own sources by 7th of every month by transferring wages in the account of beneficiaries. In case any default on the part of contractor, the penalty @ 0.25% per day on unpaid salary will be levied & deducted from his administrative charges.

Note:- ESI is to be deducted /exempted on the option of retiree.

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 retirees deployed by him observe all applicable rules & regulations enforce from time to time 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 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.

14. **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 retiree of the service provider.

   ii. In case of any loss to property of DHBVNl takes place due to the negligence of contractual retirees of service provider, the liability to compensate for the loss shall be that of the Service Provider. The Service Provider shall ensure that the contractual retirees 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 & other dues shall be forfeited. The Service Provider is also liable to face the process of black listing if the contract is terminated under this clause.

15. **Indemnity Bond**

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

16. **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.

17. **Insurance**

17.1 **Third Party Liability**

   The Service Provider shall insuire 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
ii. The Service Provider shall supply Undertaking on Non-Judicial Stamp Paper appropriate value 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.

17.2 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.

17.3 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 payable by the Employer for this purpose shall be deducted from the contract price.

18. General

18.1 Termination for Employer's Convenience
The Employer may at any time terminate the Contract without assigning any reason by giving the Service Provider a notice of termination.


19.1 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, mobilization, requisition or embargo;

b) Ionizing 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 retirees of the Service Provider.

19.2 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 in writing.

19.3 **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.

19.4 **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.

19.5 **Additional Costs caused by Force Majeure**
If the Service Provider incurs additional costs in complying with the Employer’s directions in pursuance to the relevant clause, the amount thereof shall be certified by the Employer and added to the Contract price.

19.6 **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 by 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 be terminated.

20. **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.

20.1 **Nature of Service Provider’s Default**
If the Service Provider:–

a) has failed to comply within a reasonable time with a notice in pursuance 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.
20.2 **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 on 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.

21. **Notices**

21.1 **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.

21.2 **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.

21.3 **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.

22. **Settlement of Disputes**

22.1 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.

22.2 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.

22.3 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.

22.4 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.

22.5 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.

23. Arbitration:

23.1 All matter questions, disputes, differences and/or claims arising out of and/or concerning and/or in connections and/or in consequences or relating to this contract whether or not obligations of either or both parties under the contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the Sole Arbitration of the M.D. DHBVN or an office appointed by the MD, DHBVN, Hisar as his nominee. The award of the Arbitration shall be final and binding on the parties to this contract.

23.2 The arbitrator may from time with the consent of parties to the contract enlarge the time for making the Award. The venue of arbitration shall be the place from which the acceptance of offer is issued or such other place as the arbitrator in his discretion may determine.

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

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

24. Taxation:

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

24.2 The Service Provider shall be solely responsible for the taxes that may be levied on the Service Provider’s retirees or on earning of any of his engaged retiree 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.

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

26. Justification of Premium:
The service provider shall provide the justification of the premium quoted by him stating the details of expenditure to be incurred such as supervision, insurance, TDS, contractor’s profit etc. in case quoted premium is less than 3% then the liable to be rejected.

27. The service provider shall provide a list of each personnel stating their Bank Account to the DDO at the time of signing the contract.
28. The service provider shall submit computer generated EPF Challan along with ECR report and proof of deposition of the same in Bank each DDO every month.

29. The service provider shall submit computer generated Challan of ESI along with all details of contribution with the monthly bill. Thereafter, the contractor will submit the receipt of ESI deposition in the Bank to DDO on monthly basis.

30. The service provider shall provide a list of each personnel stating their Bank Account, ESI/EPF etc to the DDO at the time of signing the contract.

IN WITNESS WHEREOF THE DHBVNL AND THE SERVICE PROVIDER ABOVE SAID HEREUNTO SUBSCRIBER THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES: -

SIGNED, SEALED AND DELIVERED
FOR AND ON BEHALF SERVICE PROVIDER FOR AND ON BEHALF OF DHBVN
1. Signature ____________________ Signature ____________________
   Name ________________________ Name ________________________
   Designation __________________ Designation __________________
   Date _________________________ Date _________________________

SIGNED SEALED AND DELIVERED
WITNESSES
1. Signature ____________________ Signature ____________________
   Name ________________________ Name ________________________
   Address ______________________ Address ______________________
   Date _________________________ Date _________________________

2. Signature ____________________ For and on behalf of the
   Name ________________________ Service Provider
   Address ______________________
INSTRUCTION TO BIDDERS PART-2

1.0 SCOPE OF BID:

Chief Engineer/OP, Dakshin Haryana Bijli Vitran Nigam Limited (DHBVNL), Hisar (Haryana) hereinafter called ‘DHBVNL’/ ‘Owner’/ ‘the Employer’ wishes to receive Bids from the service provider for re-engagement of ministerial/drawing & technical category of Nigam’s retiree under DHBVN as per detail below:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of services</th>
<th>Nature of duties</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ministrial</td>
<td>The duties &amp; responsibilities as assigned by the Nigam. Any other work/duty shall be assigned as per requirement &amp; as ordered by senior officer/Incharge.</td>
</tr>
<tr>
<td></td>
<td>Dy. Supdt. Head Clerk, Assistant (HO), Divisional Acctt., Circle Asstt., Commercial Asstt., UDC, LDC, Junior Scale Steno. Driver, Class-IV etc.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Drawing</td>
<td>Head Draftsman, Draftsman etc.</td>
</tr>
<tr>
<td>3</td>
<td>Technical</td>
<td>ALM, LM, AFM, JE &amp; S/Stn. JE/Civil etc.</td>
</tr>
</tbody>
</table>

Note: Any other category of retiree required can be added by the concerned Head of Wing/Incharge as per requirement:

The terms & conditions for engaging the retirees, purely on contractual basis are as under:

1. No ex-cadre/additional post would be created for re-engagement of officials/officers after their superannuation.
2. A retiree may be engaged by DHBVN against sanctioned post by outsourcing though Contractor by calling NIT as per the relaxation in the “State Policy for engaging/outsourcing of services/activities 2009” allowed to the HPU’s by the Haryana Council of Ministers in its meeting held on 28.05.2014. The retiree be engaged with the approval of WTD, DHBVN, Hisar and ex-post facto approval be obtained thereafter from the Board of Directors, DHBVN, Hisar.
3. The maximum age at the time of completion of the engaged period of retiree should not exceed 62 years.
4. There should be no adverse integrity of the retiree during his whole service.
5. There should be no adverse remarks in their ACR/AQR for the last 10 years of the retirees immediate before retirement. At least 70% of ACR of retirees during last 10 years, should be Good/Very Good/Outstanding.
6. No major punishment was awarded to the retiree during his complete service and no minor punishment (of financial nature i.e. stoppage of increment on recovery of any amount); during the last 05 years service to the retiree.
7. No charge sheet/enquiry is pending against the retiree.
8. The retiree should be medically fit as per the Nigam’s instructions.
9. There should be no pending court case, filed by the retiree against the Nigam.
10. The retiree should have minimum of 01 year experience, prior the retirement on the similar post, on which he is proposed to be re-engaged.
11. The period of engagement of retired employees on contract basis shall be 06 months or till regular incumbent is posted against such post/employees; which is earlier.

12. The contract of re-engaged retiree can be terminated without any notice, at any stage, if the work and conduct is not found satisfactory.

13. The retired officers/officials re-engaged on contract, would be paid 50% of initial pay (pay in pay band + grade pay + DA) of the fresh entrant regular employee after 01.01.2006 or on the wages fixed by the Deputy Commissioner under the Minimum Wages Act, whichever is higher subject to total emoluments for these posts may not exceed basic pay and other allowances which are permissible by the State Government for such posts.

14. No benefits of annual increment, official accommodation, conveyance allowance, house rent allowance, LTC, HTC, towards pension, shall be admissible to re-engaged retiree, on account of re-engagement on contract basis.

15. No leave of any kind, shall be admissible except one day casual leave (paid leave) per month.

16. The re-engaged retiree will be entitled to TA/DA as per norms for equivalent rank working officials in the Nigam, whenever they will be on official tour.

17. The re-engaged retiree will be entitled for facility of mobile phone as per norms of equivalent rank working officers/officials in the Nigam.

18. Nigam will take steps to make regular recruitments in the feeder cadres.”

1.1 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 within the above stipulated period agreement, the 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 service provider 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 have 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. etc. and ensure the compliance of the same.
   c. The service provider shall submit the Indemnity Bond on non-judicial stamp paper of appropriate value to the effect that no dues pertaining to EPF & ESI is pending against his firm. However, if any stage any such amount arises out his firm shall be fully responsible for the same.
   d. The bidder should have average annual turnover of at least Rs. 1.00 Crore per year and Rs. 3.00 Crore for the best three years out of last five years.
   e. The Bidder should have liquid assets and/or evidence of access to or availability of credit facilities of not less than Rs. 20 lacs.
   f. The successful bidder will submit the banker’s certificate stating that INR 20 lacs 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 retiree on or before the 7th day of each month.
g. Audited Balance Sheet of five financial years.

h. The bidder shall have at least 3 completed years of experience of deploying:
i. The service provider should have a valid license issued by Labour Commissioner from Haryana before submission of tenders. License under renewal shall be considered for acceptance on merit and on production of documentary proof of application of renewal submitted to the Labour Commissioner. He should have already provided similar services with at least 100 persons in a single Govt. organization in Haryana but not less than 50 person in a single Govt. Organization of Haryana. He shall submit along with the bid the rolls of such personnel as a proof of having provided these much required nos. of personnel.

I. The experience must be in any of the categories as required.
II. 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.
III. 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.
IV. The service provider should have the management team to ensure smooth functioning of human resource supplied by him.
V. The certificates issued by the concerned department, establishing the satisfactory completion/execution of similar works stating the extent and nature of services rendered must be enclosed along with the tender. Copy of Award Letter shall not be considered as proof of services rendered by the agency. Preference will be given to the firms/agencies/contractors who have rendered services successfully in State/Centre Universities for similar nature of services.
VI. The bidder must possess valid EPF & ESI registration number. The agencies not possessing the same shall not be considered eligible for participating in the tenders.
VII. The firm should have never been de-barred or black listed, an affidavit duly attested by Notary/Magistrate in this regard must be attached.
VIII. The contractor shall submit a copy of the registered partnership deed issued by Sub-Registrar/Executive Magistrate. This shall be duly signed by the authorized representative. Proof of authorization of authorized representative who has signed the tender documents must be attached.
IX. Each page must be signed and stamped.

If a bidder participates in more than one tender in reference to this tender notice, then the condition of annual turnover shall be considered as cumulative amount of annual turnover required for all the tenders applied.

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:
The firm shall have meet all the qualification requirements set forth in pursuant to relevant clause

a) 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: 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 3 years.

c) List of Contracts executed as Prime Service Provider of similar nature over the last 3 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.

2.5 Black listing:
Only those firms who have not blacklisted by DHBVN/ UHBVN or any State/ Central Govt. Power Utility in India on the date of issuance of NIT, shall be entitled to submit the tenders. The Firm shall submit an affidavit of non-blacklisting on the non-judicial stamp paper of the appropriate value attested by Notary public.

3.0 ONE BID PER BIDDER

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

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 etc. and ensure the compliance of the same.

II 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.

III. The service provider will submit the list of retirees eligible to be deployed on various stations/places. The terms & conditions as per policy framed by the DHBVNL.

IV. The engaged retiree data base having information about the profile of each retiree to be deployed by the service provider along with the incumbency of the retiree in the appropriate format and character antecedents of retirees (as per attached Performa).

V. Prescribed Earnest Money to be deposited via RTGS/NEFT/OTC through online portal as per conditions mentioned in the bidding document.

VI. The proof of satisfactory execution of similar contracts if any.

VII. The bidders shall quote the prices in price bid format in a commercial template.

VIII. The bidder will have to show all the original documents, when demanded by DHBVNL.

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 @ 2% of estimated cost subject to maximum of Rs. 2.00 Lac which shall be deposited via RTGS/NEFT/OTC through online portal as per conditions mentioned in tender document. The amount deposited with the tender as Earnest Money shall be adjusted towards security deposit/bid security 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
   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 **Contract Performance Guarantee:**

11.1 Within 15 days of receipt of letter of award from the owner, the successful Bidder, to whom the work is awarded, Shall be required to furnish a performance Guarantee from a scheduled Bank, in the from attached I Annexure-VI in favour of the Owner.

11.1.1 Further penalty @ 0.05% per day or part thereof of the value of BG if bank guarantee not submitted within 15 days from the date of issue of LOA/LOI.
If the bank guarantee is not submitted within 45 days from the date of issue of LOA/LOI, the employer/ Nigam reserves the right to cancel the LOA and initiate the action for allotment to L-2 firm at L-1 rate or below.

However before the expiry of above mentioned 45 days the contractor may seek approval for grant of additional one month (maximum) on payment of the entire penalty amount for 45 days as mentioned above. However, the grant of one month will not entitle the firm to claim the extension of the scheduled completion time.

11.2 Performance Guarantee from a **scheduled** Bank by way of demand draft/bank Guarantee equivalent to two month, salary of the number of retirees deployed valid for 18 months from the date of award of contract.

11.3 The guarantee amount of the contract price shall guarantee the faithful performance of the contract in accordance with the terms and conditions specified in these documents and specification.

11.4 No. interest will be paid on this amount and the same will be released on completion of the contact on a demand raised by the service provider within 30 Days of such requested on the successful completion of contractual obligations.

11.5 On the receipt report of DDO on receipt of complaint concerned Superintending Engineer DHBVN, shall be the authorized person to get the B G en-cashed in case of following defaults made by the Service Provider:

I. If the service provider fails to submit pay rolls every month 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 falls 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 retirees who been engaged.

V. If the service provided violate the Tripartite Agreement executed between DHBVN, Service Provider and the Bank.

If 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 sheet on demand for inspection by any person 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 him duly authorized representative may from time to time require.

12. **BID SECURITY:**

The successful bidder on receipt of letter of Award shall have to deposit a sum of Rs. 1.00 lac 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.
13.0 SIGNATURE OF BIDS:

13.1 All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e-Procurement Portal i.e. https://haryanaeprocurement.gov.in. The bidders are also required to have/obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities for submission and processing of the bids. Please visit the website for more details.

6.1 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 retirees 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 DEADLINE FOR SUBMISSION OF BIDS:

14.1 The bidders should complete the online bid preparation and submission stage by the stipulated date and time, otherwise his/ her bid will not be accepted. 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.

14.2 Bids must be submitted online through e-Procurement portal.

14.3 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.

15.0 LATE BIDS:

15.1 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.
16.0 MODIFICATION AND WITHDRAWAL OF BIDS:

16.1 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.

16.2 The Bidder's modification or withdrawal notice shall be prepared and submitted online in accordance with the provisions of relevant clause.

16.3 No bid may be modified subsequent to the deadline for submission of bids.

16.4 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.

17.0 OPENING OF BIDS BY OWNER:

17.1 The tenders will be opened electronically on the e-procurement portal using DSCs on the date and time prescribed in the notice inviting tenders. The bidder or its authorized representative may attend the concerned office during opening of bids. In case the date of opening falls on a holiday or a holiday is subsequently declared on that date, the tenders will be opened on next working day following the holiday at the same time.

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

18.0 CLARIFICATION OF BIDS:

18.1 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.

19.0 EXAMINATION OF BIDS:

19.1 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.

19.2 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.

20.0 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 DHBVN as defined in price schedules plus all statutory obligation of EPF, ESI etc. and all applicable Taxes and premium/service charges payable to the bidder.

21.0 COMPARISON OF BIDS:

21.1 The bids shall be compared on the basis of total for the entire scope as given in Price Schedules.
21.2 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 with the Authorized Committee of Nigam will be selected for award of the contract.
21.3 The discount arising out of negotiation with the Authorized Committee of Nigam will be will be indicated in the price schedule.

22.0 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 retirees/ 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.

23.0 AWARD CRITERIA:

23.1 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.
23.2 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.

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

24.1 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.

25.0 LETTER OF AWARD:

25.1 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 FAX, to be confirmed in writing by registered letter, that its bid has been accepted.
25.2 The notification of award will constitute the formation of the Contract.
25.3 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 EMD, pursuant to corresponding clauses of bid document.

26.0 **SIGNING OF CONTRACT:**
26.1 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.

27.0 **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.

28.0 **Submission of Bids:**
The bids will be submitted in two parts. Part-I shall comprise of Technical & Commercial bid and Part II shall comprise of Price Bid.

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 authorized to sign the tender on behalf of the Service Provider)

Name .............................................

Designation........................................

Name of Co. .........................

(in Block Letters)
(Price Bid)


E-tender for providing of Ministerial/Drawing/Technical Nigam retirees through contractor in the area of circle office offices /other offices under the jurisdiction of Chief Engineer/OP, Hisar DHBVN through contractor under re-engagement policy of Nigam’s retirees.

<table>
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<tr>
<th>Sr. No.</th>
<th>Description of Items</th>
<th>To be paid by Service Provider / Contractor to the persons to be deployed and reimbursement by DHBVN to the service provider / contractor</th>
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<tr>
<td>1</td>
<td>Wages In Respect Of providing services of the Ministerial/Drawing/Technical Nigam retirees</td>
<td>As per Nigam Instruction No. 77/SE/Admn./REG-86 dated 9.11.2015 under Clause-13.</td>
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<tr>
<td>2</td>
<td>Statutory liabilities of the Service Provider / Contractor (Including employer share such as EPF, ESI etc.)</td>
<td>@ As Applicable at the time of payment of wages (As per Govt. Notification)</td>
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<td>3</td>
<td>Service Tax</td>
<td>@ As Applicable at the time of payment of wages (As per Govt. Notification )</td>
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<tr>
<td>4</td>
<td>Special instructions for Service Charges of the Service Provider / contractor</td>
<td>Quotation of rate should be inclusive of all other component &amp; 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</td>
</tr>
<tr>
<td>5</td>
<td>Service Charges only @% of the wages as per Nigam Instruction No. 77/SE/Admn./REG-86 dated 9.11.2015 / Nigam Instruction. %age Service Charge in quoted above in numerical &amp; in words</td>
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Note:-

i). Quoted rates should remain valid for 120 days from the date of opening of bid. Negligible rates will not be accepted / rejected.

ii). The service charges will be only on the wages and not any other item.
PERFORMA OF LETTER OF UNDERTAKINGS
(To be submitted by the bidder along with his Bid)
(To be executed on non-judicial paper of requisite value)

Ref: ……………………………… Date: ……………………………

To

Chief Engineer/OP,
DHBVN, Hisar

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 along with Seal of Co.

………………………………………

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

Name ………………………………
Designation……………………………
Name of Co. ...............................  
(in Block Letters)  

WITNESS  

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*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

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<tr>
<th>Sr. No</th>
<th>Examination passed</th>
<th>%age of marks obtained</th>
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<th>Year of Passing</th>
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6. Nationality
7. Religion
8. Date of Birth
10. Bank A/C No. & Detail
11. EPF A/C No. & Detail
12. GIS A/C No. & Detail
13. ESI A/C No & Detail
15. Experience
16. Have you ever been convicted by the court for any offence?

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 hereby stand guarantee about good conduct & behaviour of the workman.

Signature of the Service Provider.
ANNEXURE-IV

PROFORMA OF “AGREEMENT”

(To be executed on non-Judicial stamp paper)

This agreement made this …………………….. day of …………………….. Two thousand …………………….. between DHBVN, (hereinafter referred to as “Owner” or DHBVN 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 DHBVN is desirous of outsource 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 ……………………………..

The DHBVN 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) The DHBVN 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 DHBVN and “X”.

iii) DHBVN letter of award No………………………….. dated …………………………duly 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 DHBVN’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 24 the Conditions of Contract & of the provisions of the Indian Arbitration and Conciliation Act 1996 shall apply and Hisarcourts 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 VITAN NIGAM.

NAME : 
TITLE : 

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 this ………………………………day 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, ____________ ………………………………………... (hereinafter called DHBVN which expression shall include its successors and assigns).

WHEREAS DHBVN has awarded to the Service Provider a Contract for ……………………. vide its Letter of Award/Contract No. ……………………………… dated …………………. and its Amendment No. ……………………………… (applicable when amendments have been issued, hereinafter called the ‘Contract’) in terms of which DHBVN 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 DHBVN for the

NOW THEREFORE, This Indemnity Bond witnesseth as follows:

1. The Service Provider undertakes to keep DHBVN harmless against any loss or damage that may be caused to DHBVN 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 DHBVN 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 DHBVN without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be
available to DHBVN 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 DHBVN 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 authorized 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 ...............................  
       .............................................................. Authorized representative

1. 1. Signature ...............................  
    2. Name ................................. (Common Seal)  
    3. Address ............................... (In case of Company)  
       ..............................................................

* Indemnity Bonds are to be executed by the authorized 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/ OP Circle,

DHBVN,

Dear Sirs,

In consideration of Dakshin Haryana Bijli Vitran Nigam, (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. ………………………………………….dated …………………….and 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 forbear 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 this ………………day of……………….20………………at…………………………

WITNESS

♦ (Signature)  (Signature)

♦ (Name)  (Name)
♦ (Official Address)  (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/ OP Circle,
DHBVN,
______________

Dear Sirs,

Sub : Extension of Bank Guarantee No………………….. for Rs. ……………….. favoring 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 at …………………………do hereby extend our liability under the above mentioned Guarantee No. …………………. dated …………………. for a further period of …………. Years/Months from …………………….to 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.
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

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Employer’s contribution

Employer’s contribution

Challan No.

Challan No.

Challan No.

Challan No.

Challan No.
ANNEXURE-VIII

DECLARATION

I, ___________________________________________ authorized Representative of M/s ___________________________________________ do hereby solemnly declare that our firm M/s ___________________________________________ has not been blacklisted by any State Government/Central Government or any Agency and that we shall be liable for consequences of wrong declaration.

Signature of the person making declaration with seal of the Firm.