



DAKSHIN HARYANA BIJLI VITRAN NIGAM

PUBLIC NOTICE / OPEN TENDER NOTICE							
Sr. No.	Name of Department /Board/ Corp./ Auth.	Name of work/ Notice Tender	Opening Date/ Closing Date	Tender Value	Website of DEPT./ BOARD/ CORP./ AUTH	Nodal Officer/ Contact Details/ E-mail	Tender Ref. No./Tender No.
1.	DHBVN	Engagement of Agency for carrying out Operation and Maintenance of 33 kV overhead & underground network (excluding 33 KV Sub-Station), 11 kV overhead & underground network & LT overhead & underground network under 10 nos. S/Divns under (OP) Circle-II, Gurugram & 01 No. S/Divn under (OP) Circle-I, Gurugram under the jurisdiction of DHBVN.	04.06.2026 (09:00Hrs) 26.06.2026 (15:00Hrs)	Rs. 32.82 Crore (for 2 years)	www.dhbvn.org.in	CE/OP, DHBVN, Delhi	NIT-97/CE/OP/DEL/2026-27

**Chief Engineer(OP),
DHBVN, Delhi.**

BIDDING DOCUMENT

(NIT NO. 97/CE/OP/DEL/2026-27)

FOR

Engagement of Agency for carrying out Operation and Maintenance of 33 kV overhead & underground network (excluding 33 KV Sub-Station), 11 kV overhead & underground network & LT overhead & underground network under 10 nos. S/Divns under (OP) Circle-II, Gurugram & 01 No. S/Divn under (OP) Circle-I, Gurugram under the jurisdiction of DHBVN.

VOLUME-I

CONDITIONS OF CONTRACT

Chief Engineer /Op,DHBVN,Delhi
Phone-011-28312877
Email:ceopdelhi@dhbvn.org.in

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SECTION-I

INVITATION FOR BID

(IFB)

INVITATION FOR BID

DAKSHINHARYANABIJLIVITRANNIGAM

(A Govt. of Haryana Undertaking)

NOTICE INVITING TENDER

(Through e-tendering)

E-tender is invited in two parts (Part-I, Technical Bid & Part-II, Price Bid), from the firms, by the Chief Engineer /Op, DHBVN, Delhi as per following details:-

NIT No.	Brief Scope of Work	Earnest Money deposit (in Rs.)	Tender documents Fee (Non-refundable) Including GST (In Rs.)	E-Service fee Including GST (Non-refundable) (In Rs.)	Estimated Cost (in Rs.)
97/CE/OP/DEL/2026-27	Engagement of Agency for carrying out Operation and Maintenance of 33 kV overhead & underground network (excluding 33 KV Sub-Station), 11 kV overhead & underground network & LT overhead & underground network under 10 nos. S/Divns under (OP) Circle-II, Gurugram & 01 No. S/Divn under (OP) Circle-I, Gurugram under the jurisdiction of DHBVN	10,00,000/-	5,900/-	1,180/-	Rs. 32.82 Crore (For 2 years)

Sr. no.	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at https://etenders.hry.nic.in	Date of closing of online e-tender for submission of Techno – Commercial Bid & Price Bid On web portal	Date of pre-bid meeting	Opening date of part-1 of proposal on web portal	Last Date of submission of EMD and tender
1	04.06.2026 (From 09:00 Hrs)	26.06.2026 (Upto 15:00 Hrs)	—	30.06.2026 (at 11:00 Hrs)	26.06.2026 (Upto 15:00Hrs)

1. The Tender Documents fee and E-Service will be paid online.
2. Part-I of the E-tender against the above NIT will be opened in the office of the Chief Engineer/Op, DHBVN, Delhi, as per schedule above.
3. The earnest money shall be deposited online by the firm through Debit Card or RTGS/ NEFT or Net banking. It is expected of the prospective bidder to deposit EMD online by at least one day before deadline of submission of bids due to web portal provisioning. Any non-acceptance of EMD by web-based system on last day of submission of bids due to web-portal constraints shall be the bidder's responsibility.
4. The purchaser reserves the right to reject one or all of the tenders received, without assigning any reason.
5. The tender documents having detailed terms and conditions can be downloaded from the website <https://etenders.hry.nic.in> from 08.05.2026 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 related to tenders in addition to helpdesk, you may also contact on email ID-eproc.nichry@yahoo.com, Tel-0120-4001002, 0120-4200462, 0120-4001005, 0120-6277787, 0172-2700275. The bidders who are participating in one or more RFP shall deposit one set of hard copy of the bid duly stamped & signed. The price bid is to be submitted on-line only. The Price bid in hand/ paper form shall not to be accepted/entertained.
6. Only those tenders shall be considered who deposit the earnest money and tender cost & transaction fee by due date.
Corrigendum,if any, would be published online on the website.

**Chief Engineer/Op
DHBVN, Delhi**

SECTION - II

Instructions to bidder on Electronic Tendering System

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

1. Registration of bidders on e-Procurement Portal:-
All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e - Procurement Portal i.e. <http://etenders.hry.nic.in>. The bidders are also required to have/obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities for submission and processing of the bids. Please visit the website for more details.
2. Download of Tender Documents:
The bidders can view and download the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <http://etenders.hry.nic.in>.
3. Pre-requisites for online bidding:
In order to bid online on the portal <http://etenders.hry.nic.in>, the user machine must be updated with the latest Java. The link for downloading latest java applet and “DC setup” Utility is available on the Home page under the tab ‘Download’ of the e-tendering Portal.
4. Key Dates:
The bidders are strictly advised to follow date and time as indicated in the online Notice Inviting Tenders (NIT). The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders (NIT).
5. Bid Preparation (Technical & Financial) , Payment of Tender Document Fee, EMD fees and Submission of Bid Seal (Hash) of online Bids:
The Following are to be made by the bidder through NIC portal:-
 - a) Tender document fee of Rs. **5,900/-** through Debit Cards & Internet Banking Accounts .
 - b) Earnest Money Deposit (EMD) **Rs. 10,00,000 /-** shall be submitted through online payment mode via through Debit Cards & Internet Banking Accounts and through RTGS / NEFT.
 - c) E-service fees **Rs. 1,180 /-** shall be submitted through online payment mode via through Debit Cards & Internet Banking Accounts.
 - d) The Bidders should ensure that scanned copy of the Demand Drafts must be uploaded during online bidding.

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.

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

NOTE:-

1. If bidder fails to complete the Online Bid Preparation & Submission stage by the stipulated date and time, his/her bid will be not be considered.
2. Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <http://etenders.hry.nic.in>.
3. For help manual please refer to the 'Home Page' of the e-Procurement website at <http://etenders.hry.nic.in>, and click on the available link 'System Requirement" to download the file. Help manual is available on 'Home Page' of the <http://etenders.hry.nic.in>.

For queries on Tenders Haryana Portal, kindly contact:-

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

Tel:	0120-4200462, 0120-4001002
Mobile:	8826246593
E-Mail:	support-eproc[at]nic[dot]in
	For any technical related queries please call at 24x7 Help Desk Number
	0120-4001002
	0120-4200462
	0120-4001005
	0120-6277787
	International Bidders are requested to prefix 91 as country code
	Email Support
	A)For any Issues or Clarifications relating to the published tenders,
	Bidders are requested to contact the respective Tender Inviting Authority
	Technical-support-eproc(at)nic(dot)in

SECTION- III

DEFINITIONS

1. “**DHBVN**” means Dakshin Haryana Bijli Vitran Nigam.
2. “**Work**” means the complete scope of work to be performed by the contractor pursuant to the contract.
3. “**Contract**” means the contract signed by and between DHBVN and the contractor and all its attached documents.
4. “**Day**” means calendar day.
5. “**Staff**” means skilled manpower provided by the contractor for deployment in DHBVN and assigned to perform services as may be required by DHBVN for the duration of the contract period only.
6. “**Proposal**” means the Technical Bid, the Financial Bid and the Earnest Money Deposit, considered together.
7. “**Financial year**” means the period beginning from first of April in a calendar year and ending with the thirty first of the March of the next calendar year.
8. “**Last five years**” means financial year 2021-22, 2022-23, 2023-24, 2024-25 and 2025-26.
9. “**Cut-Out**” means any appliance or device for automatically interrupting the conduction of electricity through any conductor when the current rises above a pre-determined quantum and shall also include fusible devices.
10. “**Distribution Main**” means the portion of any main with which a service line is, or is intended to be, immediately connected.
11. “**Earthed**” means connected with the general mass of earth in such manner as to ensure at all times an immediate discharge of electricity without danger.
12. “**Extra High Voltage (EHV)**” means a voltage exceeding 33000 volts.
13. “**Feeder**” means an electrical line emanating from a substation, to which a distribution substation or LT or HT consumers are connected.
14. “**High Tension**” means a supply at High Voltage or Extra High Voltage.
15. “**High Voltage**” means a voltage level above 650 volts and up to 33000 volts.

16. **“Independent feeder”** means a feeder constructed at the cost of a consumer or a group of consumers and supplying electricity to only that consumer or group of consumers.
17. **“Low Tension (LT)”** means a supply at low voltage or medium voltage.
18. **“Low Voltage (LV)”** means a voltage that does not exceed 250 volts.
19. **“Medium Voltage (MV)”** means a voltage above 250 volts and upto 650 volts.
20. **“Composite Service Charges”** shall means the total service charges against providing manpower and all the resources which a bidder shall provide as per scope of work including his/her profit margin and shall quote in the price bid format for the purpose of evaluation of bids. Composite Service Charges shall include ESI, EPF, GST, other taxes, duties, levies etc. or any other statutory liabilities

SECTION-IV

INSTRUCTION TO BIDDERS

(ITB)

INSTRUCTIONS TO BIDDERS

1. SCOPE OF BID

- i. The scope involves maintenance of electricity round the clock and upkeeping the existing 33/11 / LT distribution network (except 33 KV Sub-Stations) catering to consumers under Operation Sub-Division detailed out in Area of Work & scope of work at clause no. 5 & 6 by operating through a minimum of **38 numbers complaint centers** which may eventually go up depending upon the increase in consumers and/or addition of some areas over and above the present ones. A skilled manpower of minimum **492 persons corresponding to 38 nos. complaint centers** would be initially required. Electricity supply is required to be maintained 24x7 and the complaints are to be attended following the standard norms and standards of performance as directed by the regulatory commission HERC.
- ii. To facilitate smooth operation and maintenance in the field, a fleet of vehicles is required in operation by the contractor. It includes **76 nos. motorcycles, 02 nos. of trolley mounted lifter with driver and 11 nos. jeeps with drivers**. This fleet will be made available by the successful bidder. More vehicles, if required over and above the stated above to maintain electricity round the clock as per prescribed standards of performance will be provided by the contractor at his/her own cost. The vehicles age must not be more than 5 years during the execution of the contract.
- iii. The firm will provide interactive voice response (IVR) system and call management system.
- iv. In case, exigency of work during flood, fire, windstorm etc. when nos. of complaints are very high, then contractor must provide additional manpower to meet out complaint attended within RTS timeline at his/her own cost.
- v. The services provided by the contractor shall be in accordance with the requirements of the electricity rules, safety laws and to meet the requirements of performance standards as mentioned in this document at **Annexure-III**.
- vi. The contractor shall deploy qualified & experienced manpower comprising engineers, supervisors, diploma holders, skilled / semi-skilled staff as indicated in **Annexure-I**. The qualification and experience certificate of manpower provided by the firm will be got verified from the concerned institution/company by the firm at own level before deployment of the manpower in DHBVN.
- vii. The contractor before bidding shall satisfy himself of the working conditions and the quality of services to be provided. DHBVN shall not accept any claim whatsoever arising out of the difficult site/terrain/local conditions, if any, after award of the work. The contractor shall carry out at his / her own cost a detailed survey of the area along with concerned area in-charge of the Nigam within 1 month of issue of LOI and prepare a joint survey report before commencing of works at site. It will be a sort of preparation time for the contractor before start of the work.
- viii. The contractor shall keep at each of the complaint centers handy a record of all such SLDs which are in the scope of that complaint center.
- ix. Nigam shall provide to the contractor the operation and maintenance manuals of the distribution system, the standards of performance etc. and any other operation and maintenance instructions issued from time to time for strict compliance. It shall be responsibility of the contractor to carry out

preventive and creative maintenance of the distribution system and equipment as per instructions of the Nigam from time to time including the uptime/availability of the system up to the last consumer.

- x. The work involves attending of breakdowns, rectification of system, routine and preventive maintenance for 33 kV/11 kV/LT network, DT system, feeder pillars and connections and for attending no current complaints in the area. All such activities shall be performed to the satisfaction of DHBVN.
- xi. Any other work not indicated here in the scope of work but essential for trouble free operation and maintenance of the system shall also be undertaken by the contractor either on his own or as advised by the concerned officer in-charge of DHBVN.
- xii. The contractor shall maintain the highest standards of quality and safety while performing the job under this contract and shall not compromise on any issue, even if not specifically communicated by the officer in-charge of DHBVN.
- xiii. The contractor shall provide at no extra cost the other resources like cranes, tree cutting machines, safety equipment, testing equipment, mobile phones, tools & tackles etc. to carry out the job under this contract. A list of tools and tackles to be made available by the contractor is enclosed in **Annexure-II**.
- xiv. Performance of the contractor will be periodically checked by the concerned officer / official of the Nigam. If at any stage, DHBVN finds that the manpower is not suitable for the job or not up to the mark, the contractor shall deploy the alternate manpower immediately as per the qualification and experience mentioned in **Annexure I**.
- xv. DHBVN reserves the right of engaging any other contractor or resorting to any other suitable means without giving any reason, to carry out these jobs in the event of necessity of Nigam or the workmen of contractor refusing to work, going on strike or for any other reason likely to cause loss of productivity and services to the consumers.
- xvi. DHBVN reserves the right to add to the scope any area other than specified in this contract, the areas presently being maintained by the builders / developers, add more complaint centers, and/or expansion of the existing areas or delete from the scope of the work so assigned or restructure the complaint center areas as per the circumstances. The contractor shall not raise any objection to such changes.
- xvii. The Nigam reserves the right to add more subdivisions / complaint centers in the scope before signing of contract and / or during the period of the contract taking into the consideration the performance parameters. Additional cost for such subdivisions / complaint centers areas shall be on the proportionate basis on the basis of minimum proposed manpower in the bid documents for providing the service of operation and maintenance of the composite service charges.
- xviii. DHBVN reserves the right to split/delete any area from the scope of work without assigning any reason with proportionate reduction in amount on the basis of minimum proposed manpower in the bid documents for providing the service of operation and maintenance of the composite service charges.
- xix. The contractor shall agree to fully co-operate and ensure effective implementation of the contract in order to maintain the standards of performance.
- xx. All materials and spares required for carrying out the jobs shall be provided by the Nigam free of cost. Contractor will submit the requirement to the concerned Executive Engineer latest by 20th of every month a complete

list of material and respective quantities required for carrying out the job next month. Material will be made available to the contractor through Nigam stores **within 15 days of raising of the demand after ascertaining the genuinity of requirement by concerned XEN.** It will be responsibility of the contractor to transport such material from Nigam stores to the site of work or to return dismantled material from site to stores through his / her own vehicle / transport and without any extra cost to the Nigam. Note: - If the required allied material is not provided within 15 days, the firm shall purchase the material after obtaining a "Not Available (NA)" certificate from the Store of the empanelled firm, at the rate approved by the SE 'OP' Circle-II, DHBVN, Gurugram. After the purchase of the material, inspection shall be carried out by the concerned XEN. The material shall then be routed through the Division Store, Gurugram, and drawn by the concerned Sub-Division and hand over to firm for develop the model feeders.

- xxi. In case of damage to any distribution transformer in the field, the same will be provided by the Nigam from its stores but the transportation of new transformer to site and transportation of the damaged transformer from site to Nigam stores shall be responsibility of the contractor at no extra cost.
- xxii. It shall be responsibility of the contractor to organize transportation of materials like cable, lamps, poles, transformer and panels and spares parts, oil, equipment, steel, cement, bricks, sand or any other material to be used for maintenance purpose only, issued from any of the DHBVN store to the site of work and back to designated stores/workshop. The cost of transit insurance, freight, loading / unloading of material/equipment during its handling/erection at site will be in the scope of work of contractor.
- xxiii. Augmentation works like addition of transformers, extension of existing lines, Civil works, White wash, Masonry works, Meter installation / replacement relocation / new connections etc. shall not be covered in the scope of the contractor.
- xxiv. DHBVN official in-charge shall arrange necessary permissions, if required, from the local authorities like PWD, HUDA, Traffic Police etc. for executing/completing the work and provide permit to work (PTW) for carrying out any work on 11 KV feeders and the distribution system down the line.
- xxv. In case the contractor requires a shut down on the system to carry out some essential maintenance or any other urgent work, he / she shall inform the Executive Engineer at least one day in advance. After completion of such job, the contractor shall update on the work so done in writing.
- xxvi. In case, the contractor is not able to carry out the maintenance of any equipment and he requires the assistance of the OEM (Original Equipment Manufacturer) to carry out the maintenance work, he shall communicate the same to the concerned Executive Engineer of DHBVN. The concerned Executive Engineer shall arrange for the OEM personnel for the work as required by the contractor.
- xxvii. The contractor, during the course of execution of the contract through his men, shall honestly report any theft case which comes to his notice to the concerned Sub Divisional Officer.
- xxviii. Training sessions for centralized complaint center staff for effective complaint recording, preliminary analysis, MIS generation etc. will be got done by the contractor.
- xxix.** The contractor shall open and maintain the complaint centers round the

clock. All the complaints, which will be received at contractor's complaint centers either through physically walking in or through telephone, any other means will be simultaneously transferred and registered at Centralized Complaint Center and at the BSK run at Circle/Division level. On registration of the complaint at BSK, it will be the duty of BSK to forward the complaint to the concerned Fault Repair Teams (FRTs). After attending the complaint, the FRTs will directly report to BSK who in turn after verification from the complainant will close the complaint and the ticket number. To provide the services efficiently and economically, the contractor shall maintain the complaint centers and the manpower as per **Annexure-I.**

- xxx. Attendance of the manpower deployed by the contractor will be governed and monitored by the Biometric Attendance System (BAS) installed at each of the complaint center/other locations. The attendance sheet for each month will be verified by the SDO concerned on the basis of BAS data. The complete Bio-metric attendance system will be provided and operated by the contractor at his/her cost.
- xxxi. It will be mandatory for the contractor to develop at least 5 number 11 KV feeders and 01 number 33 KV feeder in every three months in each sub-division as Model Feeders as per the priority fixed by DHBVN. Attributes of the Model Feeders are explained in Annexure-VI. Where there is no 33KV line/Feeder exists, the contractor has to develop 6 No. 11KV feeders as model feeders in every three months. Failure to do so will attract a penalty of Rs. 10000/- per feeder per month till the completion of develop of Model feeder (as per Annexure- VI). The concerned Executive Engineer will certify in writing the number of feeders developed as Model Feeders in every three months.

2. Scope of work for the FRTs are detailed as below:

1. No Current Complaint (NCC) / Breakdown handling team

(A) No-Current Complaint

Individual as well as group of No-current complaints of various categories of consumers will be undertaken by sending FRTs and the supply shall be restored keeping in view the standards of performance fixed by HERC/RTS Commission

- i. Repairing the service line, meter terminal.
- ii. Repairing of service line jumper.
- iii. Replacement of LT fuse / HT fuse.
- iv. Repairing of main line L.T. jumper.
- v. Repair/Replacement of broken/faulty (O/H) cable / service line.
- vi. Isolation of faulty network in case of any leakage and attending thereof.
- vii. Repair/Replacement of broken conductor.
- viii. Repair / replacement of LT AB cable and accessories.
- ix. To attend emergency complaints such as current leakage, electrical accident, fires etc.
- x. Replacement of Piercing connector
- xi. Restoration of supply of consumer as per HERC norms in any case and to give the ATR/Proper feedback of each complaints.
- xii. To attend emergency /PCR complaints.
- xiii. Repair / Replacement of Bus Bar Boxes.
- xiv. Any other consumer complaint not specified herein.

- xv. Attending HT/LT breakdowns.
- xvi. Identification of dangers point and removal thereof.
- xvii. To carry out load checking and balancing of DT and to maintain record thereof.
- xviii. To carry out dehydration of Oil of 200 KVA and above capacity DT.
- xix. DT wise consumer indexing.
- xx. Providing information regarding shutdown/breakdowns through on WhatsApp Groups/Call Centre/BSK/UrjaMitra to the consumers.

2. Procedure to be followed for attending consumer Complaint is as below:

(A) Lodging of consumers' No Current Complaints (NCC)

The No Current complaint shall be received in any of the following manner:

- i.) Centralized Call Center of DHBVN
- ii.) Walk in Customers at the complaint center set up by the service provider
- iii.) From the respective SDO/JE of the Sub-Division
- iv.) Bijli Suvridha Kendra at Circle level, CM Window etc.
- v.) By any other means not mentioned above.
 - a) All the consumers' complaints shall be handled only by BSK being run at Circle/Division level.
 - b) The complaints received through any manner as explained above shall converge at BSK
 - c) BSK will directly transfer the complaint to FRT of the affected area.
 - d) After the fault is attended and confirmed by FRT, the same shall be closed by BSK and communicate the same to the Centralized Complaint Center.
 - e) The contractor shall open and maintain his / her complaint center as per scope of work and if any additional complaint center is required, the same will be maintained by the bidder. All the complaints, which will be received at contractor's complaint center, either through physically walking in or through telephone or otherwise will be simultaneously transferred and registered at the BSK run at Circle level. On registration of the complaint at BSK, it will be the duty of BSK to forward the complaint to the concerned Fault Repair Teams (FRTs). The FRT team shall attend the fault & resolve the complaint and further update the resolution on the mobile application from the site itself. Simultaneously, FRT shall also communicate the same to BSK for its formal closure.
 - f) The Nigam officers / officials receiving any No-current complaint directly on their phones shall also be registered by them at the BSK from where it will be processed as any other normal complaint.
 - g) The Telephone Operator Shall forward any complaint to his lineman only after the complaint is lodged at the CCC and a Ticket Number for the complaint is given to the Telephone Operator by the CCC No complaint shall be forwarded to the Lineman without taking complaint ticket from the CCC It shall be the duty of the Telephone Operator (TO) to inform the

CCC on resolution of the complaint.

h) The telephone operator shall prepare an MIS report for each day and submit the same to concerned SDO/OP.

- Resolution and closure of Complaints by fault attending team

The FRT shall visit the consumer premises and try to resolve the complaint at the earliest. The FRT will intimate the expected rectification time to BSK. Once the complaint is resolved, the same will be communicated to BSK for its formal closure.

- Attending of meter burnt etc. cases / bypassing of meter

In case of burnt meter, the necessary action will be taken after obtaining the approval of the concerned Sub Divisional Officer strictly as per the instruction of the Nigam. The FRT/supervisor shall also be responsible to intimate simultaneously to the BSK for making entry in the register, maintained at BSK for this purpose. A record of burnt meters will be maintain by the contractor and submit monthly report to the ExecutiveEngineer.

3. Attending HT/LT Breakdown in the overhead lines

i. Breakdown pertaining to HT/LT system shall generally comprise of

- Installation/replacement/repair of all type of hardware fitting in bare conductor network/LT AB as well as HVDS networks including repairing/replacement of line jumper/shackle jumper/lineaccessories.
- Repairing/replacement of cable, jumper
- Sagging of conductor/GI wire of all type/LT AB/HT AB Cable.
- Fixing/Re-fixing of spacers in LT overhead lines.
- Repairing/Replacement of snapped conductor/AB cable or any part/equipment/accessories of HT/LT network.
- Fixing/replacement/repair of connection hooks/piercing conductor.
- Repairing/replacement of GO switch/D.D. fuses.
- Replacement of all type snapped pin as well as HT/LT insulators.
- Replacement/Repair of stays.
- Replacement of broken HT/LT poles.
- Disconnection and reconnection work of any nature includingMRO.
- To assist FLC/NCC team.
- To assist HT/LT breakdown team.
- To & Fro transportation of men and materials.
- The existing overhead feeders also consist of UG cable at the sub-station end, at the road crossing & line crossing etc. will be in the scope of bidder besides operation & maintenance of underground feeders as detailed out in **Annexure-VII** and SLAs as mentioned at **Annexure-III** for “**HT Line Breakdowns for Underground cable fault**” will be applicable.
- All the RMUs required to ensure the continuity of supply in the area under scope of work are required to be maintained by the successful bidder.
- The maintenance of underground network will include fault locating, excavation, joint, jointing, refilling the sand, conveyance, etc. the straight joint/cable boxes will be provided by Nigam.

ii. Breakdown pertaining to Distribution transformers

- Replacement/repair of burnt HT/LT lead/socket.

- Replacement of defective/burnt/damaged Low IR distribution transformer all type and size including transportation, loading unloading and dragging if required from store to site or from site to site.
- Returning of defective/burnt/damaged transformers to dedicated store/workshops.
- Transportation of mobile transformers to and from site. Making of HT/LT/earthing connection including tapping of live parts of HT/LT cable and LT/HT leads for restoration of power supply.
- Repair/replacement of burnt/damaged LT ACB/switch/LT board including, modification of MS structure if required including connection, tapping of live parts of HT/LT cable and LT/HT leads.
- Digging & refilling work of any nature.
- To&Fro transportation of men and materials.
- Replacement/repairing of HT cables and LT lead between switchgear and transformer including preparation and termination and fabrication of MS frame/wooden cleats wherever required.
- Replacement/providing of straight joint/providing cable joints.
- To assist for repairing of OCB/VCB/RMU operating mechanism and repairing of tripping system.
- Trimming of trees as per site requirement in consultation with DHBVN official.
- In emergency replacement of CT/PT including modification of monitoring structures if required.
- To attend breakdown including cleaning of bus bar / panels etc.

4. Maintenance team

The maintenance team shall carry out maintenance of DTs/HT/LT lines, switchgear as per DHBVN standard practices attached. The various activities to be performed shall constitute as under:

i. Maintenance of distribution transformer

- Replacement of damage DT.
- Augmentation of existing DTs.
- Load balancing of the distribution Transformers.
- Ensuring proper locking feeder pillars, service pillars, bus –bars and distribution boxes (Lock/Chain will be provided by DHBVN).
- General cleaning of DTs(indoor, kiosk, plinth/pole mounted & all equipment including removal of weeds grass, malba, any other vegetation, jallas(spider webs) scavenging etc.
- Reconditioning, replacement of Silica Gel/Breather.
- Periodic checking, cleaning, refilling & topping up transformer oil.
- Coupling of the panel with Bus bar.
- To test earthing& wherever result not found Ok, to install fresh ground earthing and to install additional earthing if requires, material to be provide. The earth result for new earthing should beas per Nigam norms.
- Plugging of cable points in the DT system as and when require.
- Cable gland earthing of HT & LT cables.
- Repairing of gates/Doors with installation of Locks and minorrepairing of shutters with greasing.
- Ensuring the existence/installation of MS sheets on back side andfront side of panel.
- Repairing/rearranging of the earthing grid.
- Checking of clamps, socket & taping of joints etc replacement of

- bushing rods/plugs wherever required.
- Replacement of broken/damage insulator wherever required.
- Minor repairing and re fixing of existing fencing wherever required excluding material.
- Draining out the rain water from the trenches during rainy season.
- Providing earthing contenting of HT panel/Transformer/LT board and switches and any other metallic part with the existing running earth wire after proper binding /cleating wherever required.
- Re conditioning/replacement of silica gel/Breather, Checking of HT/LT leads, clamps, socket and tapping of joint etc, replacement of bussing rods/plugs wherever required checking of oil leakages and plugging thereof including topping oil etc. General cleaning of transformer HT/LT/ bushing
- Maintenance of HT/LT wooden cleats etc as and when required
- To maintain loading details of distribution transformer and preparation of maintenance schedule inform the Nigam of DT overloading cases (loading > 80%) if augmentation required.
- To carry out any other maintenance activity as per instructions of Nigam communicated by the Sub Divisional Officer.

ii Maintenance work of LT and HT system (including 33 KV HT lines directly supplying power to Discom consumers).

- Change /augmentation of HT/LT lines as per requirement.
- Load balancing of HT/LT systems.
- Trimming of trees.
- Naming of incoming and outgoing cables.
- Removal of Birds nests, Ribbon, banners, posters etc from poles.
- Removal of cable TV wires from poles as per directions of concerned SDO.
- Strengthening of MS pole with proper angle iron and muffing.
- Replacement of broken HT/LT pole(due to any reason thereof)and installation of new poles as per requirement.
- Fixing of PG clamp.
- Replacement of X-arms of available size/ two line /shackle strips/D-clamp.
- Repairing of the broken guard wire also providing Tillie (GuardTille) in it.
- Repairing /replacement of bus-bars.
- Cable gland earthing of HT and LT cables.
- Repairing /replacement of stay set.
- Fixing of MS clamps and wooden cleats for supporting cables wherever necessary.
- Fixing of catenary's system with S/C cable lead of all size,
- To test earthing and wherever results not found ok to install fresh Ground earthing and to install additional earthing if required(atleast 3 earthing/km.). Material to be provided by DHBVN. The earthing results for new earthing should be as per Nigam norms.
- Straightening of PCC/MS poles.
- Repair /replacement of DBs/piercing connectors/Eye-hooks/Suspension clamps/dead end clamps.
- Ensuring proper locking of DBs/feeder pillar boxes etc.
- Ensuring earthing of DBs/feeder pillar boxes.
- Repair/re-sagging of Bare/AB cable/GI wire of all sizes.
- Replacement /repair of hardware fitting /equipment/accessories of HVDS.
- Painting of distribution T/Fs/Poles/Structure etc. wherever

required and directed by the concerned Executive Engineer.

iii Maintenance of LT switch gear

Routine maintenance of switch gear and LT ACB, cleaning of the bus bar, fixing of MS Sheets on the panels wherever required, closing of LT panel/ACB doors etc. The spares and all the material shall be supplied by DHBVN.

iv Maintenance of HT switchgear.

Routine maintenance of HT switchgears, cleaning of the bus bar fixing of MS Sheets on the S/G panels wherever required. Closing of HT panel doors, maintenance of heaters in HT Panels. To replace all oil damaged male/female contact or any other part, if required, checking of RMU/OCB/VCB operating mechanism, if any including oiling and greasing. Required spares and oil shall be supplied by DHBVN.

11KV S/Stn. panels (originating from 33/11KV Substations) are not included in the scope of the Contractor.

v. Maintenance of allied equipment

Alignment / repair of GO switch and replacement of GO switch/ DD Fuse if necessary, Repairing and replacement of LT ACB of all capacities. Repair/replacement of jumper including bus bar and proper cleating of HT/LT cables. Spares shall be provided by DHBVN. Fixing of the wooden cleats as required.

vi. Earthing

Fixing cable end box in the LT switch gear and making proper earth connection, earthing of cable glands including crimping of sockets, fabrication and fixing of wooden cleats as required. Checking of neutral/body earthing and if results found beyond the limits, fresh ground earthing be provided at each DT station. Providing earthing, continuity of HT panels/ Transformer/ LT Board and switches and any other metallic part work with the existing running earth wire after proper binding/ cleating wherever required and maintaining proper record of earth results of each DT station. In case of new earthing, the contractor would be given imbursement as per prevailing P&D rates. The material would be arranged as per the provisions under this contract.

vii. Feeder Pillars/ Service Pillars / MCBs

- Ensure proper locking of MCBs
- Replacement of Fuse carrier.
- Replacement of Fuse KIT-KAT
- Dressing of I/C & O/G Cables
- To attend any leakage in HT /LT Network
- Fixing/ repairing doors and locking arrangement
- Cable gland earthing of L.T. cables.
- The concerned Supervisor, shall in advance plan and intimate to the SDO about the preventive maintenance planned by the contractor on monthly basis. Along with it, the Supervisor shall also inform the material required for preventive maintenance on fortnightly basis to the concerned SDO so that the same can be arranged in advance.
- After the receipts of the material from the concerned JE/SDO to the contractor, the same shall be issued to the specific works.
- The supervisor shall maintain record on daily basis the material used in the preventive maintenance work for reconciliation to the satisfaction and checking of SDO/JE.

- It shall be the responsibility of the contractor to inform the preventive maintenance with the estimated time of planned shutdown in the area so that same may be notified in the press/through any other mode by the concerned Executive Engineer/SDO well in advance.

viii. Establishing, maintaining & manning Control Room at Division level

- a. The successful bidder shall establish a control room at division level and depute requisite no. of manpower.
- b. The successful bidder shall equip the control room with required furniture & fixtures, computers, printers and other required allied material & facilities. Only space shall be provided by DHBVN.
- c. The control room shall be operational 24 X 7. Following staff shall be available during: -

Morning Shift (07:00 AM to 03:00 PM): -	2
Evening Shift (03:00 PM to 11:00 PM): -	2
Night Shift (11:00 PM to 07:00 AM): -	1
- d. The control room shall monitor and coordinate all activities of FRT and Maintenance teams.
- e. The various activities to be performed shall be as under: -
 - i. Registering of consumer complaints on the Call Centre CRM, complaint received/forwarded from SDO/JE and other officers/officials of DHBVN, consumers directly coming at the DHBVN office or at the control room & from any other source (whatsapp message, E-Mail etc.).
 - ii. Assign the consumer complaints to the various FRT teams and communicating the same to the FRT teams.
 - iii. Monitoring of all the vehicles and the FRT & Maintenance teams.
 - iv. Ensure proper tracking & closure of all consumer complaints.
 - v. Generation of MIS reports for progress monitoring as per the request by the DHBVN offices.
 - vi. Providing/updating information regarding shutdown/ breakdowns on WhatsApp Groups/Call Centre/BSK/Urja Mitra to the consumers.
 - vii. Identification of location of frequent breakdown and resolve the same via maintenance team.
 - viii. Preparation of maintenance schedule in consultation with the division/sub division offices.

ix. Providing IT Solution

1. Integration with the existing Call Centre system (CRM), SMS gateway, WhatsApp services and other DHBVN IT systems to successfully provide the services, as defined in the instant NIT.
2. Field force & vehicle management system
3. FRS/Biometric attendance control
4. GPS based vehicle tracking system
5. Complaint Management System
6. Inventory Management & Store Operations
7. Web portal and mobile application, on both android & IOS, for the officers & development of Dashboard & MIS reports as per requirement of DHBVN and for monitoring SLA parameters.

x. Complaint Handling Process

- a. The consumer complaints received at the call centre shall be transmitted electronically (via API integration) to the IT system of the successful bidder(s).
- b. If the address and the nature of complaint are not clear, the Control Room shall call the consumer and sought detailed address/location along with the nature of complaint.
- c. The same shall be immediately forwarded to Fault Rectification Team

(FRT) through mobile application by the system automatically with minimum human intervention for rectification of complaints.

- d. On assigning the FRT team to a complaint, an update shall be sent to the consumer with the link to track the FRT location and expected time to reach the location of complaint.
- e. FRT team on reaching the site shall identify & update the reason & location of fault.
- f. If a single complaint is received against the fault, then the same shall be treated as individual complaint else if two or more complaints are related because of the fault, the same shall be considered as group complaint.
- g. The FRT team shall attend the fault & resolve the complaint and further update the resolution on the mobile application from the site itself.
- h. If the complaint is not attended within the estimated time frame, SMS/WhatsApp message shall be again sent to the consumer with the revised estimated time.

xi. Maintenance Procedure

- a. The HT assets details of the Area of Work, carried out under RAPDRP and IPDS projects (under implementation phase) or any other manner shall be provided to the successful bidder.

Note: - The HT assets shall comprise of complete 33 kV & 11 kV lines.

- b. The successful bidder shall carry out the asset wise detailed survey and prepare a comprehensive report of the activities required to be carried out on the HT assets along with the detailed BOQ and submit the same to the sub division office for approval and arrangement of required material.

The successful bidder shall also cross verify the details of the HT assets provided by DHBVN and intimate the required amendments to the GIS updation agency with the approval of Sub division.

- c. After approval from the competent authority the maintenance team shall plan in advance the shutdowns required for carrying out the maintenance in association with the Sub Division.
- d. On completion of the maintenance the details (including the material used for the maintenance) shall be provided to the Sub Division for verification and if any particulars of the HT assets have been changed, the required amendments shall be provided to the GIS updation agency.

5. Area of Work

The successful bidder shall be required to provide Operation and Maintenance teams as per scope of work to achieve the objectives of the instant NIT for the areas, as defined below, under jurisdiction of DHBVN:-

Sr. No	Circle	Division	Sub Division
1.	Gurugram-II	Sub-Urban, Gurugram	Maruti
2.			Sector-23
3.			DLF City
4.			Sushant Lok
5.			South City
6.			Sector-31
7.			Sector-56
8.		Badshahpur	Sohna Road
9.			Bhondsi
10.			Badshahpur
11.	Gurugram-I	Manesar	Manesar (IMT)

6. Scope of Work

i. Providing personnel, vehicles and T&P

- a. Overall project incharge – 1 no. per circle
- b. Sub division supervisor – 1 no. per sub division
- c. Details of Sub division wise no. of personnel and vehicles etc. are detail out at Annexure-VI.

Note:-

- ii. Additional manpower shall be deputed to cater to the requirement of leave reliever.
- iii. Additional spare vehicles shall be made available to cater for the requirement of routine maintenance of deployed vehicles & under breakdown.

7. QUALIFYING CRITERIA

General Requirements:-

- a) Bidders are required to ensure before submitting the duly filled tenders are checked / read carefully for the documents required to be attached i.e. EMD, Complete Pre-qualification documents, Experience Certificates, relevant affidavits, Income Tax clearances and related balance sheet documents etc.
- b) The Bidder shall be financially sound and must not be anticipating any Ownership change during the period from the time of Bid submission to the successful completion of the contract period. However, in case, the firm is anticipating any such ownership change / takeover at any stage of the entire bidprocess and during the execution of contract they shall seek prior approval from the Employer well in time. It shall be the sole discretion of the Employer to grant permission for such change in ownership/ takeover and if allowed by the Nigam for ownership change, the new company shall own all responsibilities and liabilities under the contract and the old firm should not be blacklisted by any State / Center Government or any of its agencies.

8. Eligibility Criteria

- I. The bidder shall be a professional service and skilled manpower provider **registered with competent authority** of State or Central government and incorporated as a legal entity under any law applicable for such entity.
- II. The bidder shall have been in existence for a **minimum period of last 3 years**. The bidder shall **submit documentary evidence** regarding their incorporation/existence.
- III. The bidder should have a **valid license** from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and rules made there under. However, successful bidder shall obtain labour license for concerned Division.
- IV. The bidder shall submit a certificate that he has never been declared insolvent/bankrupt by any court of law in India.
- V. **Financial Criteria:-**
The Average Annual Turnover during last 3 financial years should be equal to or more than the value of the Bid/Package from the similar nature of O&M work. The documents showing the turnover should be duly attested by the CA and in support of the same. Audited balance Sheet of that particular year may also be attached. The **work orders** testifying to the turnover, payment details for each work order and certificate from a Chartered Accountant in this regard shall be submitted with the Technical Bid. The bidder Agency shall also submit **Income Tax Returns** filed by the bidder over the last 3 years.

VI. Technical Criteria:-

The bidders should have the following experience of completion of similar works in Government Departments, statutory entities, autonomous institutions, public sector undertakings (PSUs) of the Government of India or a State Government or a Power Transmission or Distribution utility or any reputed private company (annual turnover of Private company not less than Rs. 100 crores) as given below:

- i. At least four similar completed works costing not less than Rs. 10 crores each in the last 3 years. The work orders submitted as proof by the bidder should be accompanied with a Satisfaction Certificate duly signed and attested by an officer of the contracting Department, statutory entity, autonomous institution, public sector undertaking, Power Utility or the reputed private company.

OR

- ii. At least three similar completed works costing not less than Rs. 15 crores each in the last 3 years. The work orders submitted as proof by the bidder should be accompanied with a Satisfaction Certificate duly signed and attested by an officer of the contracting Department, statutory entity, autonomous institution, public sector undertaking, Power utility or the reputed private company.

OR

- iii. At least one similar completed works costing not less than Rs. 40 crores in last 3 years. The work orders submitted as proof by the bidder should be accompanied with a Satisfaction Certificate duly signed and attested by an officer of the contracting Department, statutory entity, autonomous institution, public sector undertaking, Power utility or the reputed private company.

- VII. The Bidder shall demonstrate the Liquid Assets Details (as per FIN-2) equivalent to 20% of the yearly estimated cost of the work after deducting 20% of the Current Commitments of the Bidder. For this purpose, the limits and assets to be taken in account are given in Form Fin-1, Fin-2 & Fin-3, which must be filled in this respect. The Bidder shall declare the amounts of its Current Commitments (value of unexecuted projects) on the date of bid submission. The Bidder shall produce a certificate from the Statutory Auditors (in the case of Companies) or a Chartered Accountant (in the case of firms/Sole proprietors) certifying the value of its unexecuted contracts on the date of bid submission. (Form Fin-1, Fin-2 & Fin-3 must be filled in this respect). The Bidder will submit financial position as per Form Fin-1, Fin-2 & Fin-3 (certified by CA) clearly indicating the Financial Status. The Bidder will indicate financial position in sealed envelope i.e. un-utilized Over Draft Limit, Un-utilized Cash Credit Limit and Bank Balance (including FDR) as per Form Fin-2 (certified by CA) shall also be submitted clearly indicating Financial Status on the Envelop.

FORM FIN -1

(Net Worth/Current Assets/Current liabilities Details)

As per balance sheet.

NAME OF THE BIDDER:

ADDRESS OF THE BIDDER:

A)

Description	Amount
Paid up Equity Share Capital	
Add: Reserves (Not being the revaluation reserve)	
Subtract: Intangible Assets	
Subtract: Miscellaneous Expenditure to the extent not written off and carry forward losses.	
Balance	

B)

Description	Year _____ (Rupees)	Year _____ (Rupees)	Year _____ (Rupees)
Current Assets			
Current liability			

Note: The above information should be as per latest audited balance sheet.

Signatures of the Authorized signatory

(Name of the signatory)

Rubber stamp of the firm/Company

Form FIN-2**Financial Resources****(Certified by CA)**

Description	Amount (Sanctioned Value certified by the banks)	Amount (Un-utilized value certified by the banks)
Overdraft limits		
Cash Credit Limits		
Letter of Credit		
Bill Discounting		
Trade Credit		
Working Capital Loan		
Total (A)		

OR

Bank Balance	
Total (A)	

Description	Amount
20% of the current commitments as indicated in Form Fin-3 (B)	

Description	Amount
Liquidity available for this bid (A-B) (Should be equal to or more than 20% of the Estimated cost of the bid)	

Note:

- a) The bidder shall produce a certificate from the bank(s) which should be valid on the date of bid submission giving amount of sanctioned limits which should not be more than one month old from the date of submission of bid along with

certification by the banks that the mentioned credit facilities are unencumbered.

The certificate should be issued by the banks unconditionally and on the following Performa:

Sr.no.	Description	Detail of all securities against which the limit has been sanctioned	Sanctioned amount
Overdraft limits			
Cash Credit Limits			
Letter of Credit			
Bill Discounting			
Trade Credit			
Working Capital Loan			
Total (A)			

1. It is certified that the above mentioned credit facilities are unencumbered.
2. It is certified that the above mentioned credit facilities are not sanctioned against the same securities.

In addition to the above, the bidder shall also submit the declaration on indemnity bond that he has sufficient funds to execute the work/ bid and the above facilities are unencumbered and should be available with him throughout the term/ currency of the contract.

- b) The bidder shall produce a certificate from the bank certifying the bank balance of the bidder (including amount of fixed deposits if any). Such certificate should not be more than one month old on the date of submission of bid.
- c) The certificate issued by the Banks for the working capital limits showing the complete detail of all the securities against which the limits has been sanctioned. If the facilities have been sanctioned against the same securities then the higher value amongst the facilities shall be considered.
- d) In case of sub limit of one another or are used interchangeable then the unutilized value will be considered. For example say:-
 - i) In case of cash credit limit is a sub limit of Bank Guarantee then the unutilized value of cash credit limit will be considered to evaluate the liquid assets of the Firm.
 - ii) In case Bank Guarantee limit is the sub limit of cash credit limit then the full sanctioned value of cash credit limit will be considered.
- e) In case liquidity available for this bid (A-B) is less than the liquidity requirement, the bid will not be opened.
- f) No other credential will be considered to evaluate the LA except mentioned in the Form FIN-02 above.
- g) Any wrong declaration/ wrong submission / tempering / violation, If detected/ found at any point of time shall be the sole responsibility of the bidder. The bidder shall be liable for any penalty/ damages for any loss of the Nigam as a result of such wrong declaration / bogus documents/ tempered documents including blacklisting/ debarring for three years or any other punishment as decided by the Nigam.

FORM FIN -3
(Current commitments)
Against e-tender Enquiry No.

NAME OF THE BIDDER:

ADDRESS OF THE BIDDER:

Sr. No.	Project description	Amount (Unexecuted value of the Contract)

Note:-

1. Use further similar size sheets, if required.
2. This certificate must be issued by the Chartered Accountant. Such certificate should not be more than one month old on the date of submission of the bid.

Signatures of the
Statutory auditor/Chartered Accountant
Alongwith rubber stamp

- VIII. The bidder shall have the valid license for carrying out 33 KV or above voltage works from the Chief Electrical Inspector of any state in India. However, before starting the work, he shall seek CEI Haryana license also.
- IX. To be qualified for award, Bidders shall provide evidence, satisfactory to the Employer of their capability and adequacy of resources to carry out the Contract, effectively. Bids shall include the following information:-
- a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business, written power of attorney of the signatory of the Bidder to commit the Bid.
 - b) Reports on the financial standing of the Bidder including profit and loss statements, balance sheets and auditors reports of the past five years and an estimated financial projection for the next two years.
 - c) Evidence of access to lines of credit and availability of other financial resources.
 - d) Information on NJSP regarding any litigation, current or during the last two years, in which the Bidder is involved, the parties' concerned and disputed amount.
 - e) The declaration on NJSP by the firm that it is not blacklisted by any State Govt. or Agency and shall be liable for the consequences of wrong declaration. The bidder should submit along with the Bid no blacklisting certificate for the past three years.
 - f) **Ownership Change**
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 defined as successful completion of commissioning of the distribution lines and acceptance of the same by the Employer. However, in case the firm is anticipating any such ownership change/take over at any stage of the entire bid process and during the execution of contract. They shall seek prior approval from the Employer well in time. It shall be the sole discretion of the Employer to grant permission for such change in ownership / take over and if allowed by the Nigam for ownership change, the new company shall own all responsibilities and liabilities under the contract and the old firm should not be blacklisted by any state/centre government or any of its agency.
- X. The above stated requirements are minimum and the DHBVN reserves the right to ask for any additional information and also reserves the right to reject the proposal of any Bidder, if, in the opinion of the DHBVN, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the Contract.
- XI. Notwithstanding anything stated above, DHBVN reserves the right to assess the bidder's ability and capacity to perform the work, should the circumstances warrant such assessment in the overall interest of the owner.
- XII.** Satisfaction Certificate for the period as mentioned above must be submitted with the Technical Bid. The tender will be rejected straightway if the documents are not uploaded at time of filling tenders.
- XIII. The bidder must be registered with **ESI, EPF** and under the **Shops & Establishments Act Copy of registration papers** along with respective registration numbers issued to the bidder must be provided with Technical Bid.
- XIV. The bidder must have valid GST registration number. **Copy of registration number** issued to the bidder must be provided with Technical Bid.
- XV. The bidder must have valid PAN/TAN Number issued by the Income Tax

- Department. Self-attested documentary evidence of the PAN/TAN issued to the bidder must be provided with Technical Bid.
- XVI. The bidder must **submit Balance Sheet, Statement of Income and Expenditure and Income Tax returns** for the last five financial years duly attested from Chartered Accountant with technical bid.
- XVII. The bidder should have facilities (infrastructure, qualified and expert manpower) for testing/screening of personnel to ensure that they conform and surpass the required standards of knowledge, skill and experience before deployment. **Documentary evidence** in this regard should be submitted along with the Technical Bid. This may be subject to evaluation and verification by DHBVN at any stage and would also be given weightage during evaluation. The information provided by the bidder in this regard is also likely to be placed in the public domain for scrutiny.
- XVIII. The bidder should have facilities for providing training and skill upgradation of the staff and persons deployed by the bidder. The bidder may have a tie-up with the State/Central Government OR State/Central Government approved training and skill development institutions within 30 days of placing of LOA to the bidder. Further, he will ensure the training/skill development of all employees deployed by him within 6 months of the commencement of the contract.
- XIX. The bidders should not have been debarred, blacklisted or charged with any malpractice blacklisted by any Government Department, statutory entity, autonomous institution or public sector undertaking (PSUs), whether of the Government of India or any State Government. The bidders shall **submit an affidavit** testifying to this respect. The information provided by the bidder in this regard is also likely to be placed in the public domain for scrutiny.
- XX. Non-compliance with any of the above conditions by the bidder will be considered as ineligible and the tender will be summarily rejected.
- XXI. Conditional tenders and tenders with deviations shall be summarily rejected.
- XXII. Tender shall be in the prescribed form. No tender will be considered which is not as per the form and manner indicated in the tender and does not bear the bidder's signature and seal at the bottom of every page of the tender document.
- XXIII. DHBVN reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.

9. Joint Venture Criteria:

Bids may be submitted by the individual firms or joint venture firms maximum up to total three partners (having one partner as lead partner).

A. Technical:

1. Each of the partner(s) shall meet minimum 25% of the technical qualification criteria as per details given below:-

The bidders should have the following experience of completion of similar works in Government Departments, statutory entities, autonomous institutions, public sector undertakings (PSUs) of the Government of India or a State Government or a Power Transmission or Distribution utility or any reputed private company (annual turnover of Private company not less than Rs. 100 crores) as given below:

- i. At least three similar completed works costing not less than Rs 2.50 crores each in the last 3 years. The work orders submitted as proof by the bidder should be accompanied with a Satisfaction Certificate duly signed and attested by an officer of the contracting Department, statutory entity, autonomous institution, public sector undertaking, Power Utility or the reputed private company.

OR

- ii. At least two similar completed works costing not less than Rs.3.75 crores each in the last 3 years. The work orders submitted as proof by the bidder should

be accompanied with a Satisfaction Certificate duly signed and attested by an officer of the contracting Department, statutory entity, autonomous institution, public sector undertaking, Power utility or the reputed private company.

OR

iii. At least one similar completed works costing not less than Rs.6.25 crores each in last 3 years. The work orders submitted as proof by the bidder should be accompanied with a Satisfaction Certificate duly signed and attested by an officer of the contracting Department, statutory entity, autonomous institution, public sector undertaking, Power utility or the reputed private company.

2. All the partners shall jointly meet minimum 100% of the Technical qualification criteria as per Clause. 8 (VI) above.

B. Financial:

1. The lead partner shall meet minimum 51% of the Financial qualification criteria as per clause 8 (V) above.

AND

2. Each of the partner(s) shall meet minimum 10% of Financial qualification criteria as per clause 8 (V) above.

3. All the partners shall jointly meet minimum 100% of the financial criteria as per Clause 8 (V) above.

- a. In joint venture, one of the Partners shall be nominated as lead partner, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- b. One of the partners shall be nominated as lead partner, and the lead partner shall be authorized to incur liabilities and receive instruction for and on behalf of any and all partners of the joint venture and the entire execution of the contract including receipt of payment shall be done exclusively through the lead partner. The authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners as per Performa.
- c. All the partner of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a copy of the agreement entered into by the joint venture partners having such a provision shall be submitted with the bid.
- d. Any firm can participate in any number of bids under the NIT, either individually or as a joint venture partner firm. But the firm who is bidding individually is not allowed to participate in any bid as a joint venture partner or vice versa. In such case all the bids in which the firm has participated will be disqualified.
- e. Any firm can enter into joint venture with other firms & participate in any bid but with the condition that the joint venture structure shall be same amongst all the bids i.e. all the JV partners shall be same with same partnership share in JV and the same lead partner. If a firm enters into two or more joint ventures with different set of partners than all the bids submitted by that firm either individually or in joint venture shall be disqualified.

10. BID EVALUATION & AWARD CRITERIA

- i) The right to reject any or all the bids rests with the DHBVN without assigning any reason. If a specific bid were rejected, then reasons for rejection of the bid would be indicated.
- ii) The bidders and their employees or agents shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained in this document, DHBVN may reject a tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practice during the bidding process.
- iii) If a tenderer is found by the DHBVN to have directly or indirectly or through an agent, engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the bidding process, such bidder shall not be eligible to participate in any tender floated by DHBVN.
- iv) The DHBVN may award the contract to one or many bidder(s) whose bids have been determined to be substantially responsive and the Bidder determined to be qualified to perform the contract satisfactorily as decided by the awarding authority (in accordance to the DHBVN Procurement Manual/ The Delegation of Powers/State Govt. Policy).
- v) After opening of the price bid, the following procedures shall be followed by Nigam:-
 - a) The price discovery for the award of turnkey project shall be generally determined based on the rates quoted by the L1 bidder and the negotiations, if any, held with the lowest bidder. However, the award of turnkey works negotiations could be held up to L3 bidder, if the difference between the L1 quoted rate and those quoted by the L2 and L3 is within 5% of the L1 quoted rates. In cases where the L1 bidder refuses to further reduce his offered price and the L2 or L3 bidder comes forward to offer a price which is better than the price offered by the L1 bidder, the bidder whose price is accepted becomes L1 bidder. However, in such a situation, the original L1 bidder shall be given one more opportunity to match the discovered price. In case of acceptance, he would be treated as the L1 bidder.

Tenders shall be decided as per the prevailing instructions of Government of Haryana/Nigam.
 - b) Further, the DHBVN reserves the right to award separate Contracts to two or more parties in line with the terms and conditions specified in the tender Documents.
- vi) The Financial Bid shall be submitted as Composite Service Charges as defined above in this document. The Composite Service Charges of the bidder should be quoted as total monthly charges to be paid for manpower and resources deployed by the bidder in DHBVN including ESI, EPF, GST, any other taxes, duties or any other statutory liability.

11. Contract Period:

The contract period shall be 2 years, extendable to 1 more year subject to satisfactory performance of the firm and mutually agreed terms.

The performance of the contractor will be reviewed on monthly basis (i.e. after completion of every 1 month). Contract for the awarded work may be rescinded at any time if the performance regarding achievements of the objective and scopes of works is not found satisfactory or the agency breaches any of the terms

and conditions.

12. SECURITY DEPOSIT/GUARANTEE:

- i. Within 15 days of receipt of LOA/LOI, the successful Bidder to whom the Work is awarded, shall be required to furnish a performance Bank Guarantee from a Scheduled/Nationalized Bank in the format attached in favour of the owner which shall remain valid up to 90 days after the expiry of contract period. The guarantee amount shall be **equal to ten percent (10%) of the total contract price** valid up to 90 days after the expiry of contract period.
- If the quoted rate is below estimated rates and the deviation is between 10% to 25% of the estimated rate, the contractor will submit performance Bank Guarantee in place of 10% of PBG as under:-

Sr.No.	Scenario	BG to be submitted is
1	If Estimate Rate = Quoted Rate i.e. Rs. 100	10%
2	If Estimate Rate (Rs.100) & Quoted rate Rs.90	10%
3	If Estimate Rate (Rs.100) & Quoted rate Rs.85	15%
4	If Estimate Rate (Rs.100) & Quoted rate Rs.76	24%
5	If the Quoted rate is below Rs.75 (Bid shall be rejected. However, if the circumstances allow, the Nigam has right to considered)	

- ii. Further Penalty @ **0.35% per week or part thereof subject to maximum 2% of the value of BG** if bank guarantee not submitted within 15 days from the date of issue of LOA/LOI.
- iii. If the bank guarantee 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. The grant of one month will not entitle the firm to claim the extension of the scheduled completion time. In case of quoted rates for the work being below 25% of the estimated rates, normally the bid shall be rejected. However, if the circumstances so warrant in view of extra ordinary performance of bidder in the past or other similar factors, the bid can be considered with the approval of the next higher authority with reference to the purchasing authority. The approval of the Board of Directors will be required where purchasing authority is HPPC / SHPPC, subject to below. Note: - BG would be issued by any scheduled bank in branch situated in Hisar/Gurugram.
- iv. The Performance Guarantee shall cover additionally the following guarantees to the Owner:
- a) The Successful Bidder guarantees the successful and satisfactory delivery of services under the Contract, as per the specifications and documents.
- v. The Contract Performance Guarantee is intended to secure the execution/ performance of the entire Contract.
- iv. The Performance guarantee will be returned to the Contractor without any interest at the end of the contract period with the approval of CE/Op, DHBVN, Delhi.

13. Signing of Contract

- i) At the same time as the DHBVN notifies the successful Bidder that its Bid has been accepted the DHBVN will send the Bidder the Contract Form incorporating all agreements between the parties.
- ii) Within fifteen (15) days of the Notification of the Award the successful Bidder

shall sign and date the Contract and return it to the Owner. In case the successful bidder fails to submit the Contract Agreements duly signed within 15 days from the date of issue of detailed contract, the payment will not be released till the bidder submits the Contract agreements and penalty @ 0.25% per week or a part thereof shall be deducted from their bill subject to maximum 1% of Contract value.

- iii) The final contract agreements shall be signed within 15 days from the date, the firm submits the final Contract Agreements in all respect.

14. RULES & REGULATIONS

The job shall be carried out as per the rules and regulations of the Nigam.

15. COMPLIANCE OF LAW

The firm shall in all matters in the performance of the contract, comply in all respects, will give all notices and pay all fees required by the provisions of any central or state statute, ordinance or other rules, any regulation or by-law of any authority.

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

The firm shall be responsible for carrying out of all of its activities as per the rules and laws in force. The Nigam shall not be responsible for any of the unlawful activity committed by the firm/the staff of firm. The firm shall be liable for and shall indemnify the Nigam against all losses, expenses or claim arising in connection with any unlawful activity committed by any person employed by the firm for the purpose of assigned job.

16. LABOUR LAWS

- i. The Contractor shall confirm and undertake to comply with all applicable Labor laws/Model standing orders and other statutory provisions as applicable in discharging its functions and fully observe applicable safety rules and regulations.
- ii. The contractor will provide protective safety equipment to its employees/workmen deployed. It will also be obligatory on the contractor to comply with all the statutory requirements related to work-permit, periodic testing of various tools and tackles, including lifting tools, HV testing kits etc.
- iii. The contractor shall ensure adequate safety precautions at site as required under the latest standards, CBIP and shall be entirely responsible for the complete safety of its employees as well as other workers, public, equipment, structures etc. at site.
- iv. Safety should be the utmost priority and there should be no lapse with respect to safety under any circumstances.
- v. The manpower deployed by the contractor shall be fully conversant with safety rules as prescribed in C.E.A 2010 as well as approved instructions of the Nigam, mode of operation of equipment after tripping and blowing out of fuses /operation of breaker.
- vi. Every employee of the contractor shall without fail use safety equipment while at work on the electrical network. Use of hand gloves, helmets, safety shoes, discharge rods, safety belts, High Voltage/Low Voltage pocket Detector etc. shall be mandatory.
- vii. It shall be the sole responsibility of the contractor to ensure compliance of all labour, industrial and other enactments, rules and orders in force regarding condition of labour, supply of goods, safety and security of people and property etc.
- viii. The contractor shall be responsible for deposition of statutory (Employee

- Provident Funds, ESI etc.) and non-statutory welfare measure in the bank accounts of the manpower / staff engaged by him.
- ix. The Agency shall have to maintain a valid labour license under the contract labour law for employing necessary manpower required under EPF Scheme. If the Agency is not having the separate code number with the PF commissioner, the Agency shall have to furnish the Performa Form No. 6(EPF) with Form No. 2 for employees engaged and schedule of EPF deduction with every bill in respect of the employees engaged in connection with the execution of work. If the Agency having the separate code number with the PF commissioner, it shall have to submit a certificate in prescribed Performa.
- x. The Contractor shall, follow Contractor's Labour Regulation as applicable for HARYANA PUBLIC WORKS DEPARTMENTS. As the Building & Other Construction Workers Welfare (RE&CS) Act, 1996 in short (BOCW Act) is being implemented in the state of Haryana since 2005. The said Act is applicable to every establishment, which employs, or had employed, ten or more building workers in any building or other construction works on any day of the preceding 12 months. As per Section 7 of the BOCW Act, it is mandatory, that every employer in relation to any establishment to which this act is applicable shall make an application to the registering officer for the registration of such establishment. The relevant contents of Section 7 are reproduced as below:-

“A”. Registration of Establishment:-

(1) Every employer shall:-

- (i) In relation to an establishment to which this Act applies on its commencement, within a period of sixty days from such commencements and
- (ii) In relation to any other establishment to which this Act may be applicable at any time after such commencement, within a period of sixty days from the date on which this Act becomes applicable to such establishment, make an application to the registering officer for the registration of such establishment;

Provided that the registering officer may entertain any such application after the expiry of the periods aforesaid, if he is satisfied that the applicant was prevented by sufficient cause from making the application within such period.

- (2) Every application under sub section (1) shall be in such form and shall contain such particulars and shall be accompanied by such fees as may be prescribed.
- (3) After the receipt of an application under sub-section (1), the registering officer shall register the establishment and issue a certificate of registration to the employer thereof in such form and within such time and subject to such conditions as may be prescribed.
- (4) Where, after the registration of an establishment under this section, any change occurs in the ownership of management or other prescribed particulars intimated by the employer to the registering officer within thirty days of such change in such form as may be prescribed.”

In case of works executed through the contractor, it is the responsibility of the contractor to get the works registered as employers as per section 2(1) of the BOCW Act, in case of works executed directly through the Department, the department is liable to get the works registered. The relevant section is reproduced below:-

2. Definitions:-

- (i) “employer”, in relation to an establishment, means the owner thereof and includes:-

- (i) In relation to a building or other construction work carried on by or under the authority of any department of the Government, directly without any contractor, the authority specified in this behalf, or where no authority is specified, the head of the department;
- (ii) In relation to a building or other construction work carried on by or on behalf of a local authority or other establishment, directly without any contractor, the Chief executive officer of that authority or establishment;
- (iii) In relation to a building or other construction work carried on by or through a contractor, or by the employment of building workers supplied by a contractor, the contractor;

Non-registration of establishment is violation of the above provision. The contractor covered under the definition of Employer as provided in section 2(i) of the BOCW Act, 1996 is responsible for the registration of the establishment and violator is liable for prosecution under the BOCW Act of 1996.

To ensure that the provisions of the Act are followed by the government Departments, it has been decided by the Government that all its Departments, who undertake the construction work, through contractors, in their respective departments, shall stipulate the following conditions in their contract agreements:-

- a) Every contractor shall-
 - (i) In relation to an establishment to which this Act applies on its commencement, within a period of 60 days from such commencement; and
 - (ii) In relation to any other establishment, within a period of 60 days from the date on which this Act becomes applicable to such establishment, make an application to the registering officer for the registration of establishment;
- b) Further, the first running Bill of the contractor shall be cleared only after the receipt of registration certificate under the Building & Other Construction Workers Welfare (RE&CS) Act, 1996 and registration of all the eligible construction workers as beneficiaries of the Haryana Building & Other Construction Worker Welfare Board.

17. ELECTRICITY RULES AND REGISTRATION:

All works shall be carried out in accordance with the latest provisions of the Electricity Act/Electricity Supply act and Electricity rules as amended from time to time.

18. SAFETY OF SYSTEM:

The Agency shall be fully responsible for upkeep, operation, maintenance, security and safety records transferred to it and made later. These documents and records shall be maintained in updated condition and handed over back in good condition on completion of the contract.

19. INSURANCE:

i. Workmen Compensation:

The contractor shall take insurance policy to cover such workers who are not covered under ESI and EPF by the Contractor engaged to undertake the jobs covered under this order and a copy of this insurance policy will be given to Nigam for reference and records. This insurance policy shall be kept valid at all times. In case there are no worker involved other than those who are covered under ESI and EPF by the contractor, the contractor shall certify for the same. The CONTRACTOR shall keep the Nigam Indemnified at all times, against all claims of compensation under the provisions of Employees Compensation Act 1923 as amended from time to time or any compensation payable under any other law for the time being in force involving the workmen engaged by the Contractor in carrying out the job involved and against costs and expenses, if any, incurred by the Nigam in connection therewith and without prejudice to make

any recovery. The Nigam shall be entitled to deduct from any money due to or to become due to the contractor money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and the contractor shall abide by the decision of the Nigam as to the sum payable by the Contractor under the provision of this clause.

ii. THIRD PARTY ISNURANCE:

Before commencing execution of the contract, the Contractor shall take third party insurance policy to insure against any damage or loss or injury which may occur to any property or to any person or any employee or representative of any outside Agency/DHBVN engaged or not engaged for the work of the Nigam, by or arising out of the execution of the work or temporary work or while carrying out any other activity under this Agreement. For third party insurance policies, the contractor shall be responsible for settlement of claims with the underwriters without any liability on the purchaser/ owner and will arrange replacements/ rectification expeditiously without a waiting settlement by insurance claim at contractor's own cost.

iii. REMEDY ON AGENCY'S FAILURE TO INSURANCE:

If the Agency fails to effect and keep in force insurance which he may be required under the terms of contract then the DHBVN may effect and keep in force such insurance and pay such premium(s) as may be necessary for that purpose and from time to time deduct the amount so paid by the DHBVN as aforesaid from any money due or which may become due to the Agency or recover the same as debt from the Agency.

20. LIABILITY FOR ACCIDENTS AND DAMAGES:

- i. The appointed contractor shall be liable for and shall indemnify DHBVN in respect of all injury to person resulting from the negligence of the contractor firm or his workmen or from defective work but not from any other cause.
- ii. Provided that the appointed contractor shall not be liable for any loss or profit or loss of contract or any other claim made against the DHBVN not already provided for in the contract, not for any injury or damage caused by or arising from the acts of the Nigam or of any other person or due to circumstances over which the agency has no control, not shall his total liability for loss, damage or injury under this clause exceed the total value of the contract.
- iii. The appointed contractor will indemnify and save harmless Nigam against all actions, suits, claims, demands, costs or expenses arising in connection with injuries (other than such as may be attributable to the DHBVN or his employees) suffered prior to the date when the work shall have been taken over hereof by persons employed by the contractor on the work, whether at common law or under the workman's compensation Act-1923 or any other statute in force at the date of contract relating to the question of the liability of employees for injuries suffered by employees and will if called upon to do so take out the necessary policy or policies of insurances to cover such indemnity.
- iv. The appointed contractor shall insure against such liabilities with an insurer approved by the Engineer and shall continue such insurance, during the whole of the time that any person(s) are employed by him on the works and shall when required produce to the XEN /OP concerned of respective power utilities, such policy of insurance and the receipt for payment of the current premium.
- v. In the event of fatal/non-fatal electrical accident the contractor shall take

immediate step to inform such accidents to the Nigam officer, Electrical Inspector, designated Police Station of the area immediately within two hours of such accident. He shall cooperate with Police, electrical inspector and Nigam officers for investigation in the matter.

- vi. It will be sole responsibility of the contractor to pay immediate compensation as per applicable acts and rules to legal heirs of the deceased employee. Nigam shall in no way be responsible to pay such compensation.
- vii. For non-fatal electrical accident the contractor needs to take immediate step of hospitalization of the affected employee and shall bear the complete cost of treatment/compensation if any, Nigam shall in no way be responsible to pay such cost/compensation.
- viii. Suppression of information of any electrical accidents will lead to the automatic termination of the contract.
- ix. In case of any accident to his employed staff Engineer/Foreman/Technical/Jr. Technicians he would be liable to pay compensation under Employees Compensation Act 1923 as amended from time to time.

21. SAFETY MEASURES/SAFETY PRECAUTIONS:

- I. It shall be the responsibility of the contractor to make available all requisite safety equipments in sufficient quantities to the manpower/labour deployed and to ensure that all safety measures are being adopted by them.
- II. Nodal officer or its designated representative may conduct surprise visit of the site where contractor has deployed its manpower on Nigam's network (distribution system) for checking that whether all safety precautions are being adopted by them or not. In case, it is observed that adequate safety measures are not being adopted, concerned Nodal officer i.e. concerned XEN (OP) Divn., shall warn the contractor by way of issuing notice. Repetition on non-compliance of the safety measures/precautions shall attract penalty of Rs. 5000/- per instance. However, total penalty on this account shall be limited to 0.2% of the total project cost.
- III. In case of occurrence of the fatal or Non-fatal accident of the workman engaged by the contractor on Nigam's works.
 - a) Contractor shall inform the Nodal officer, within 10 hours about the details of the said accident along-with the particulars of the workman injured/expired i.e. his/her contract number, address, name and detail of nominee etc. on the prescribed Performa of the Nigam.
 - b) Contractor shall deposit the compensation amount with Labour Commissioner in terms of Employees Compensation ACT, 1923 under intimation to legal heirs of the deceased. However, this compensation shall be applicable for the accident cases occurring on the DHBVN network (Distribution System) and not on the private premises. In case the contractor is not coming forward to deposit compensation within a period of one month from the date of occurrence of accident, then Nigam being Principal Employer shall deposit the amount with Labour Commissioner in terms of employee's compensation Act, 1923 under intimation to the legal heirs of the deceased to collect the same. After depositing the compensation amount, it shall be recovered from any amount payable to the contractor along with penalty @20% of the compensation amount and interest @ 18% from the date of depositing the compensation amount by the Nigam with Labour Commissioner till realization of the amount. In case, no payable amount is due towards the Contractor then the amount

shall be recovered by way of filing a civil suit against the contractor.

22. MAINTENANCE OF FACILITIES AND PERSONEL:

FACILITY: The contractor shall set up at least one office and a store in the area. All the communications to and from the contractor shall be from this office.

i. OFFICE/COMPLAINT CENTER:

- The Contractor shall open and maintain a site office in the area and post there its authorized representative.
- The office for the Mobile team shall be provided by the contractor as per requirement.
- The existing complaint centers operating in DHBVN can be used by the Contractor. However, any additional complaint center, if required for meeting the minimum requirements specified in NIT/Contract agreement shall be provided and maintained by the contractor at own cost.

ii. STORE:

- The contractor shall maintain a store at the Circle level. The store shall maintain a minimum quantity of the items for ready availability in case of any emergency.
- Any item required by contractor from DHBVN shall be intimated to DHBVN official In-charge at least every fortnight. The DHBVN official shall arrange for the same and communicate the DHBVN store from where the contractor can collect the required item. The transportation of the items from the store shall be in the scope of the contractor. The agency shall also maintain computer systems, communication equipment like telephone with fax, mobile phone, Internet etc. for interaction with DHBVN Head office and other offices.

iii. PERSONNEL:

- a) The contractor would execute these works through his own resources as indicated in **Annexure-I& II**.
- b) The contractor shall maintain personnel for efficient management of the work under contract within time line.
- c) The contractor shall bear all expenses/ cost to be incurred towards salary, allowances, perks, travelling allowances, advances, leave reserves, Insurances, safety measures, security, transportation and all other misc. expenses etc. of their employees during the contract period. Also, the contractor shall be solely responsible for making payment for Out-patient department, hospitalization, compensation thereof in case of any accident, injury or death.
- d) Contractor shall be responsible for integrity and honesty of his manpower deployed and shall carry out necessary check/verification /police verification etc.
- e) The contractor shall pay to its deployed manpower at least the minimum wages as circulated by the Government from time to time against each category of employees he / she deploys.
- f) Contractor shall provide UNIFORM as per specifications of Nigam so that the staff can be easily identified. No worker shall be allowed to work without wearing the Uniform.
- g) The Contractor shall issue Identity Cards to their employee's deployed for execution of the assigned works in the Circle. All the identity cards shall be duly attested by the Officer In-charge of Nigam and shall be carried by the manpower

- at all times when on duty. The Identity cards shall be consisting of Bio-Data and photograph of the concerned personnel along with name and logo of the agency.
- h) Concerned Xen 'OP' after countersigning these identification cards will return the same to the agency for distribution to the concerned personal. The identification cards shall be returned to the concerned Xen 'OP' after the completion of work under the contract or in case any engaged manpower leaves the job.
 - i) The contractor should ensure that there are no disputes regarding service, payment etc. of the persons engaged by him which will hamper the progress of the maintenance work any time during the contract period.
 - j) The contractor shall not deploy the manpower below the age of 18 years.
 - k) The contractor shall be directly responsible for any disputes arising between him and his persons and keep the Nigam indemnified against all losses, damages and claims arising thereof. The contractor shall resolve any disputes of his manpower at the earliest, so that the maintenance work does not suffer. In case, of due to lack of manpower there is any loss to Nigam, the same shall be recovered from the contractor from the monthly invoice bill being raised by the contractor.
 - l) Nigam have right to evaluate / crosscheck / examine all the manpower recruited by contractor and if not found suitable to carry out the job, Nigam can ask contractor for the immediate replacement of such person. In that case contractor will provide the suitable substitute of same work and qualification.
 - m) The contractor shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by the Nigam at site. Contractor shall ensure that his manpower talks politely and calmly with the public and does not harass anyone which will damage the Nigam's image.
 - n) Nigam shall be at liberty to object to the presence of any representative or employees of the contractor at the site, if in the opinion of Nigam such manpower has done any act of misconduct or negligence or otherwise undesirable, then contractor shall remove such a person objected to and provide a suitable substitute immediately.
 - o) Indulgence of any of contractor's employee into fraudulent act / malpractices so damaging to Nigam shall be punishable as per act and the damage to Nigam shall be recovered from contractor's invoices due for payment / Bank Guarantee as the case may be.
 - p) The Nigam reserves the right to take contractor's services on holidays as well as beyond the normal working hours.
 - q) The contractor shall be liable for deposition of all taxes and duties as applicable, to the state / central Govt. or any local authority as stipulated under the law.
 - r) The contractor's employees shall not be treated as Nigam employees / persons for any purpose whatsoever & facilities / benefits applicable to the Nigam's employees shall not be applicable to contractor's employees. If due to any reasons whatsoever the Nigam is made liable to meet any obligation under any of the laws & enactment etc. for any reason whatsoever the same shall be recovered from the contractor or from any of the bills payable to him failing which it shall be recovered as per law.
 - s) All the manpower provided by the contractor should be able to speak, read, and write fluently in Hindi.
 - t) Contractor shall arrange for replacement of manpower on separation /

resignation etc. at his own cost contractor shall also take care of providing replacement for absent manpower.

- u) The Agency shall furnish documents regarding the experience of the key personnel proposed to be employed by him. DHBVN has right to verify the above at any time.
- v) To interact between the field offices of any agency, the XEN of respective operation area, DHBVN, will act as a Nodal Officer. Similarly, the agency shall communicate the name of the authorized persons for each division that would act as a Nodal Officer from its side.

23. Contractor's Right

The contractor will be given rights to operate in the area during the agreement period for carrying out the work awarded to the contractor, which shall cease to exist on completion of the said period or on termination of the contract.

24. FALL BACK ARRANGEMENT:

Provision shall be made in the agreement that in the event of failure of the contractor to fulfill its obligations duties and responsibilities as per the agreement terms, Nigam shall inter-alia have the right at any time to resort to fall back arrangement. Under this plan, Nigam shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the agreement and can recover from the security deposit the losses suffered due to such failure. If the security deposit is insufficient, the Agency shall pay the difference to DHBVN, falling which DHBVN shall have right to recover the sum through legal or other means.

DHBVN shall have the right in such circumstances to manage the system itself after taking charge of the facilities as above or through any other contractor as it may deem fit and no claim of contractor for compensation in this respect shall be entertained.

25. HANDING OVER:

The contractor shall carry out a detailed survey of the area and take over the site within 30 Days of issue of LOI/LOA. The Nigam shall provide assistance during the handing over process and provide the necessary details such as network Single Line Diagrams (SLD's) Asset & consumer details etc. as available.

A detailed joint report indicating the asset details in the area consumer details feeder details sub-station details etc. shall be prepared within one month of issuance of the LOI/LOA. The same shall be countersigned by the representatives of both i.e. Nigam (Xen 'OP' concerned) and the contractor Engineer In-charge concerned)

26. COMMENCEMENT OF WORK:

The contractor should start the work within 30 days from the date of issuance of LOI/LOA.

27. NON-ASSIGNMENT / SUBCONTRACTING / SUBLETTING:

Neither party may assign nor transfer any of its rights and obligations under the Agreement to any person without the other party's consent.

Contractor shall not assign or transfer the whole or any part of scope of work nor shall it subcontract / sublet.

28. GOVERNING LAWS AND JURISDICTION OF COURT:

The Indian Law shall govern the agreement. Concerned District Court shall have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

29. LIEN.

In case of any lien or claim pertaining to the work and responsibility of the contractor for which Nigam, might become liable, it shall have right to recover such claim amount from the contractor. The execution of the work shall mean providing services as per scope of work defined.

30. TERMS & MODE OF PAYMENT:

- I. Contractor shall be required to raise monthly invoice sub-division wise on 5th of every calendar month in the concerned Division office for the services rendered during last month i.e. operation and maintenance cost on lump-sum basis.
- II. The monthly invoice raised by the Contractor shall include Composite Service Charges, which includes ESI, EPF, GST and all other statutory taxes, duties, levies and shall indicate each of the above components separately in the invoice.
- III. Monthly Invoice raised by the Contractor shall compulsorily include the following:
 - a. Verified Bio-metric Attendance sheet of the manpower deployed (Verified by SDO in charge)
 - b. Salary receipts duly signed by contractor's Employee for receipt of payment.
 - c. Contractor will submit proof of separate EPF, ESI, GST & Labour welfare accounts for all the persons employed by him for this contract. Insurance / Group Insurance premium payment proof. The submission of proof as above mentioned is necessary alongwith the bills of next month.
 - d. Copy of daily and monthly operation and maintenance works done by the contractor duly verified by SDO in-charge.
 - e. Details of material received and used during the shutdown / breakdown / maintenance of the system duly signed by the SDO in-charge.
 - f. Verification by the SDO and JE concerned
 - g. Monthly performance reports duly verified by SDO and approved by Xen concerned after deduction of penalties if any.
 - h. System generated MIS reports from centralized complaint center duly verified by concerned SDO (OP) & JE (OP) for power outages, complaint and breakdown resolution.
 - i. Analysis of load survey data such as loading power off & on time, power factor, unbalancing etc. received from AMR installed on feeder meters.
 - j. Analysis of load survey data such as Loading, Power off & on time power factor, unbalancing etc. received from AMR installed on DT meters.
 - k. Tripping and breakdown details recorded at substations log books.

31. PAYMENT:

- I. 100% payment of the Composite Service Charges including, ESI, EPF, GST and all other taxes, duties and statutory liabilities shall be paid to the contractor after making deductions, if any, for entire scope of work on monthly basis by the concerned XEN immediately after submission of invoice complete in all respects as mentioned at point no. 30 (iii).
- II. In case the contractor fails to deploy the minimum skilled manpower as required in the contract, the Composite Service Charges will get reduced on pro-rata basis on the basis of less manpower so deployed below the minimum skilled manpower as stated above in the bid.

32. PENALTIES:

A. Penalty for Delay in Work:

Time is the essence of the project and the successful bidder shall start the operations of the allotted area within 1 month from the date of issue of LOI/LOA.

Sr. No.	Activity	Penalty
1	Delay in starting the operations as defined in the Scope of Bid	Penalty of Rs 25000/- per sub division per week or part thereof for the leftover sub division.

B. Service Level Agreement (SLA):

Service level agreement is detailed out in **Annexure-III** for various service components. These are applicable during the complete tenure of the project subject to maximum cap of 30% payment of monthly invoice. However, if the penalty amount goes beyond 30% in consecutive 3 month than the contract may be terminated without any notice. In addition to the above capping and SLAs as detailed in **Annexure-III**, any penalty payable/paid by the Nigam is also liable to be recovered from the bidder in respect of the following scenario on account of default on the part of bidder/contractor.

- a) Double of the penalty imposed by the RTS commission, HERC, Ombudsman, CGRF or any other statutory body.
- b) Double of the compensation claimed/paid to the consumer of the Nigam in view of the order/provision under HERC Standard of Performance & Right to Service Act, 2014 or any other statutory body.

Note:-

1. Bidder shall furnish requisite system generated reports for SLA monitoring.
2. The SLA's shall be applicable for all defaults attributable solely to the bidder, however in case of delay/default on Account of Nigam, such delay shall be condoned while computing penalties/non-compliance to SLA's.
3. The above penalties shall be levied after completion of 2 months from the date of issue of LOI/LOA.
4. The CRM/system/self generated reports of DHBVN shall be the basis for levy of penalties for the violations of SLAs.
5. The capping of 30% is applicable only on the penalties mentioned in Annexure-III at sr. no. 1 to 7. However, penalties mentioned in Annexure-III at sr. no. 8 to 17 will be deducted on actual basis without any capping.

C. The penalty not exceeding 30% of the composite service charges in regards to the standard of performance of the contractor shall be levied as indicated in **Annexure-III**, which shall be applicable after completion of Two months from date of taking over of the site. The same shall be assessed based on performance monitoring mechanisms. The capping of 30% is applicable only on the penalties mentioned in **Annexure-III** at sr. no. 1 to 7. However, penalties mentioned in **Annexure-III** at sr. no. 8 to 17 will be deducted on actual basis without any capping.

D. Any damage to Nigam assets or material provided by Nigam (owing to wrong operation, improper handling etc.) the same shall be recovered on total book value. The Nigam shall be entitled to set off the entire amounts due from the contractor against the amount payable by the Nigam to the contractor.

E. If the contractor fails to execute the work as per standards of performance

indicated in **Annexure-III** or as per direction of Officer In-charge of DHBVN within the scheduled time period and even after the extended period, the contract shall be cancelled and the Nigam reserves the right to get the work executed from other source at the risk and cost of the contractor. The extra expenditure so incurred shall be debited and recovered from the contractor for any amount payable to the contractor including encashment of BGs besides blacklisting / debarring.

- F. If the contractor fails to provide staff as indicated in the **Annexure-I**, Nigam shall impose a penalty of Rs. 1000/- per day per manpower in addition to the pro-rata reduction of payment.
- G. DHBVN official can at any time conduct a surprise check on the tools and tackles being provided by the contractor and if the same is not provided as per the list in **Annexure-II**, a penalty Rs. 1000 for every default will be imposed on the contractor.
- H. The Contractor shall be required to provide uniform of the approved color at the time of deployment of manpower, and at **the cost of the contractor** to all manpower engaged by it and deployed in DHBVN **every year**, failing which penalty @ Rs. 200/- per day per manpower will be imposed upon the contractor till such time, uniform is not provided by the contractor. This penalty on account of non-providing of uniform will become applicable after two months of the award of the contract.
- I. In case of fraud or financial loss or physical damage due to the willful or negligent action of the manpower deployed by the Contractor, the Contractor may be asked to pay compensation of such amount as may be decided by the DHBVN.

33. **FORCE MAJEURE**

Definition of Force Majeure.

Force Majeure means any circumstances beyond the control of the parties including:-

- 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 explosive, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
- c) Rebellion, revolution, insurrection, military or usurped power and civil war;
- d) Riot, commotion or disorder, except where solely restricted to employees of the Contractor.
- e) Natural calamity (such as Earthquake, Cyclone, Floods, pandemic, epidemic etc.

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 Award.

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.

Performance to Continue.

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

Additional Costs caused by Force Majeure.

If the Contractor incurs additional costs in complying with the Employer's directions under Clause-33.4, the amount thereof shall be certified by the Employer and added to the Contract Price.

Damage caused by certain of the Employer's risks.

If in consequence of any of the Employer's risks, the Work on or adjacent to the Site shall suffer loss or damage, the Contractor shall be entitled to have the value of the Work done, without regard to the loss or damage that has occurred, included in a certificate of payment.

Termination in Consequence of Force Majeure.

If circumstances of Force Majeure have occurred and shall continue for a period of 180 days, notwithstanding, the Contractor may by reason thereof, having been granted an extension of Time for Completion of the Works, either party shall be entitled to serve upon the other, 30 days notice to terminate the Contract. If at the expiry of the period of 30 days Force Majeure shall still continue, the Contract shall terminate.

Payment on Termination for Force Majeure.

If the Contract is terminated under Sub Clause-33.7 the Contractor shall be paid the value of the Work done.

The Contractor shall also be entitled to receive:-

- a) The amounts payable in respect of any preliminary items so far as the Work or service comprised therein has been carried out and delivered and a proper proportion of any such item in which the Work or service comprised has only been partially carried out and delivered.
- b) The cost of materials or goods ordered for the Works or for use in connection with the Works which have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery. Such materials or goods shall become the property of and be at the risk of the Employer when paid for by the Employer and the Contractor shall place the same at the Employer's disposal.

34. FAILURE TO EXECUTE CONTRACTS:

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

35. EFFECTING RECOVERIES:

Any loss arising due to non-fulfillment of this contract or any other contract, will

be recovered from the Security, EMD/BG herein individually and collectively referred as security Deposit held and or any other amount due to the agency from the Nigam, from this Contract as well as from other contractors.

36. SETTLEMENT OF DISPUTES:

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.

If any dispute or difference of any kind whatsoever shall arise between the Owner and the Contractor, 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 to be 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 Contractor.

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 Contractor who shall proceed with the Works with all due diligence, whether he or the Owner required arbitration as hereinafter provided or not.

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 thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.

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 Contractor 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.

37. ARBITRATION:

All matters, question, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to this Contract whether or not obligations of either of both parties under this Contract be subsisting at the time of such dispute and whether or not this Contract has been terminated or purported to be terminated or completed, shall be referred to the Sole Arbitration of the MD, DHBVN or an Officer appointed by the MD, DHBVN as his nominee. The Award of the Arbitrator shall be final and binding on the parties to this Contract. Subject to aforementioned provisions, the provisions of Arbitration & Conciliation Act 1996 (amendments 2015) and the rules there under and statutory modifications thereof for the time being in force, shall be deemed to apply to the Arbitration proceedings under this Clause.

38. BLACKLISTING OF FIRMS:

The contractor will be blacklisted.

- a) If the contractor backs out of the contract at any stage, the firm will be issued two 15 days notices to commence the work failing which no further notices will be issued in the form will be straight away blacklisted, without prejudice to other terms and condition of the contract.

- b) If the firm indulges in fraudulent and illegal practices such as forgery, cheating or any civil criminal wrongdoing for any Grave misconduct of similar nature which has a direct impact on the contract and the Nigam. In such case, no notice of default will be issued to the firm and will be right way blacklisted in addition to initiating the legal proceedings etc., without prejudice to other terms and conditions of the contract.
- c) If the contractor fails to complete the work within the delivery/ completion schedule, the deduction of the penalty will commence as per the terms and conditions of the present bid documents. On addition of the complete penalty as admissible, the contractor will be issued one 15 days' notice to complete the work failing which the performance bank guarantee will be forfeited. Subsequent to the above, two 15 days' notices will be issued and the firm will be blacklisted thereafter.
- d) The performance bank guarantee of the black listed firms will be forfeited in the form Shall have no claim whatsoever on the same. However, procedure and other conditions of contract are regulated by procurement manual of DHBVN. So, these will be applicable to the contractor as per procurement manual of DHBVN and amendments thereof from time to time. "Period of blacklisting shall be minimum 3 years and all power utilities in the country shall be intimated about the same".
- e) The bidder should not have been debarred, blacklisted or charged with any malpractice by any Department, statutory entity, autonomous institution or public sector undertaking (PSUs), whether of the Government of India or any State Government, or a power utility. The bidder shall **submit an affidavit on NJSP** testifying to this respect. In case this fact is established after allotment of the contract and the affidavit submitted is untrue or false, then the contract will be terminated after due inquiry without any notice and in such an eventuality the Performance Security Deposit and Bank Guarantee will stand forfeited. The above condition of being debarred, blacklisted or charged with any malpractice shall also apply to associate concern/partners of the bidder.
- f) DHBVN reserves the right to terminate the contract, without assigning any reason, during the initial period of three months after giving thirty days' notice to the Contractor.

39. ACCOMODATION, COMMUNICATIONS AND VEHICLES:

The Bidder will be responsible for making his own arrangements for all his accommodation (including the office of the team leader and associated staff stationed and his site staff). The bidder should also make his own arrangements for office furniture, equipment, stationeries, photo copiers, communication facilities like telephones, web connections, facsimiles etc. Sufficient number of vehicles, four and two wheelers shall be arranged by bidder to carry out his job efficiently at their own cost. The bidder key personnel shall mobilize to the respective area within a week time and set up their offices and other facilities within 2 weeks' time.

40. PROPER AVAILABILITY OF T&P:

The contractor shall provide T&P to their staff as mentioned in **Annexure -II**. The contractor will provide all tools in the beginning of the contract and will ensure the proper availability of tools and tackles as per the least throughout the contract period. The tools shall be of standard make and in compliance with the latest safety standards. It shall be the responsibility of contractor to replenish and maintain the existing T&P on regular basis.

The DHBVN official can at any time conduct a surprise checking on the tools and tackles been provided by the contractor. If the same is not provided as per the list in **Annexure -II**, penalty can be imposed on the contractor.

41. TECHNICAL INFORMATION/DATA:

- i. Nigam and the contractor, to the extent of their respective rights permitting to do so, shall exchange search technical information and the data as is reasonably required by each party to perform its obligations and responsibilities. The Nigam and the contractor will keep each other in confidence and to use the same degree of care as it uses with respect to its own proprietary data to prevent it's disclosed to third parties of all technical and confidential information.
- ii. The Nigam shall provide with technical information, drawings, records and other documents as required for the maintenance of the network. The operation and maintenance manuals of the equipment shall be provided by the Nigam to the contractor. It shall be the responsibility of the contractor to carry out the maintenance of the equipment as per the operation and maintenance manuals of the OEM.
- iii. For the 11 KV and LT network the contractor shall prepare and SLD, layout and other required drawings/ documents as per the instruction of officer in charge of DHBVN and the same shall be in record with the Complaint Centre for clarity purposes.

42. CONTRACT QUALITY ASSURANCE:

- i. The bidder shall submit a quarterly quality assurance plan along with timelines in advance containing the overall quality management and procedures which he proposes to follow in the performance of the works during various phases for operation and maintenance as per schedule.
- ii. Before the start of the work, the detailed quality assurance plan shall be discussed between the contractor and Nigam. The agreed quality assurance plan shall be part of the contract in the same needs to be followed by the contractor.

43. TERMINATION:

- i. During the course of execution, if at any time Nigam comes to the conclusion that the work under the order has not been performed satisfactorily, the Nigam reserves its right to cancel/ terminate the work order giving 30 days' notice without assigning any reason and the Nigam will recover all the damages including losses occurred due to loss of time from the contractor.
- ii. On receipt of such a notice the contractor shall immediately stop all activities related to the work terminated.
- iii. In the event of termination of contract, the contractor shall handover to Nodal Officer all drawings/ documents prepared for this contract. Any material issued from the Nigam Store shall also be returned to the Nigam. In case any damages/ losses caused to Nigam in the issued material, the same shall be recovered from the final invoice being raised by the contractor as indicated in the penalty clause.
- iv. The contract can be terminated by DHBVN, at any time by giving 30 days' notice if circumstances arise which in the opinion of the management and for reasons to be recorded warrant the termination of the contract.

44. PERFORMANCE:

Performance of the contractor shall be reviewed by the Nigam as per the standard of performance indicated in **Annexure-III**, and performance monitoring mechanism listed in clause number 31.2. The contractor shall be required to fill

in the performance reports as attached in **Annexure-IV** and get the same reviewed by the office in-charge.

1. Contractor performance shall be evaluated on monthly basis as per the format attached in **Annexure-IV**.
2. The contractor shall submit self-assessment sheet along with his monthly invoice within 5 days from the date of completion of the month.
3. The Processing of invoice and performance evaluations will be completed within 7 days and joint meeting will be held to appraise the contractor of his performance, such meeting shall be conducted by the designated XEN.
4. If the performance of the contractor is found to be not satisfactory; the contract shall be terminated by giving a 30 days' notice to the contractor.

45. Bid Validity

- i. The validity of the bid shall remain in force for 180 days from the date of opening of Financial Bids.
 - ii. In exceptional circumstances, prior to expiry of the original Bid validity period, the Employer may request the L-1 Bidder to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e-mail / fax. The bidder may refuse the request without forfeiting its bid security. The Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his Bid for the period of the extension. Further, in case of refusal or no response by L-1 bidder till the expiry of bid validity period, the tender shall be dropped. In any case, the EMD of bidder other than L-1 shall invariably be refunded, preferably, within 14 days after expiry of bid validity.
46. The Agency shall not be allowed to sublet, transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of DHBVN. Subletting, transfer, assignment or sub-contracting of the contract, directly or indirectly, shall result in premature termination of contract and imposition of any penalty as may be decided by the management of DHBVN including forfeiture of Bank Guarantee.
 47. The Agency shall be bound by the details furnished and information provided in the bid documents or at any subsequent stage. In case, any document furnished or information provided by the Agency is found to be false or untrue at any stage, it would be deemed to be breach of terms and conditions of the contract making the Agency liable for legal action including criminal action, besides termination of contract, forfeiture of the Bank Guarantee.
 48. The Agency shall not delay in providing the manpower requisitioned by DHBVN and shall do so within 3 working days of the demand raised by DHBVN. The Agency shall not change the manpower deployed except in exceptional circumstances and for reasons to be indicated to DHBVN. Every change in manpower will be got approved from DHBVN.
 49. The Agency shall furnish the following documents in respect of the manpower deployed in DHBVN before the commencement of work.
 - a) List of persons deployed with their designation;
 - b) Bio-data of the person in electronic form;
 - c) Attested scanned copy of the certificates and documents showing age, educational qualifications and experience in electronic form;
 - d) Character certificate verification submitted by Agency;
 - e) Scanned copy of certificate of verification of antecedents of persons by local Police;
 - f) Aadhar number of the manpower deployed with copy of the Aadhar Card.
 50. The Agency before selecting the manpower will satisfy himself about the

character and integrity of the persons proposed for deployment in DHBVN. The Agency shall provide a character certificate after due diligence and verification of character, physical fitness and antecedents before deployment. The persons deployed by the Agency should not have any Police record or criminal cases against them and they should be deployed after police verification. The character and antecedent verification of the manpower deployed in DHBVN are the sole responsibility of bidder Agency.

51. PAYMENT OF REMUNERATION TO THE DEPLOYED STAFF IN DHBVN

- i. The Contractor will open a separate bank account for each deployed manpower engaged by the Contractor and deployed in DHBVN into which the Contractor shall deposit the monthly remuneration before the 10th of every month. The Contractor will ensure for making payment up to two month salary to the deployed manpower in DHBVN in case of emergency when DHBVN has not released the payment against the raised invoice due to any reason.
- ii. The Bidder Company/Firm/Contractor shall ensure that the deployed manpower has the requisite qualifications and experience. The Contractor will have to submit a compliance certificate that has he / she has complied with all statutory liabilities relating to taxes, payment of minimum wages (as per Haryana Labour, department) and other statutory liabilities thereon. If, the minimum wages as notified by the Haryana Labour department vide No. IR-2/2025/11047-89 dated 04.04.2025, increase or decrease at any point of time during the currency of the contract, effect of the same will be borne by the Nigam. However, in case of increase/decrease of any TAX/GST (during the currency of contract) the same shall be on the Nigam's account. ALM would fall in Skilled-B Category and Lineman would fall in High Skilled category as notified by the Haryana Labour department vide No. IR-2/2025/11047-89 dated 04.04.2025.

iii. OTHER LIABILITIES OF CONTRACTOR IN RESPECT OF MANPOWER DEPLOYED

The Contractor shall be required to provide uniform of the approved color at the time of deployment of manpower, and at the cost of the contractor to all manpower engaged by it and deployed in DHBVN every year, failing which penalty @ Rs. 200/- per day per manpower will be imposed upon the contractor till such time, uniform not provided by the contractor. This penalty will become applicable only after two months of the award of the contract.

Summer Uniform	Cloth for Shirt and Trouser (good quality of Terricot) of approved color, including stitching alongwith Shoes (Rubber Sole with minimum one inch thickness)	Two Sets
Winter Uniform	Cloth for Shirt and Trouser (good quality of Terricot) of approved color, including stitching alongwith Shoes (Rubber Sole with one inch thickness)	Two sets

- iv. The contractor will be responsible for compliance of all statutory provisions relating to Minimum Wages, GST or any other taxes applicable from time to time, Provident Fund and Employees State Insurance etc., if applicable in respect of the manpower deployed by it in DHBVN.
- v. The contractor shall be liable for depositing any taxes, levies, work cess etc. on account of services rendered by it to DHBVN to the concerned collection authorities from time to time as per extant law, rules and regulations on the matter.
- vi. In case, the contractor fails to comply with any statutory or taxation liability under

appropriate law, and as a result thereof the DHBVN is put to any loss or obligation, monetary or otherwise, DHBVN will be entitled to recover the money out of the outstanding bills or by revocation of the Bank Guarantee, to the extent of the loss or obligation.

- vii. The contractor shall maintain all statutory registers/record under the applicable law and produce the same, on demand to the concerned officer of DHBVN or any other authority under law. A compliance certificate in this regard will be submitted along with the bills every month.
- viii. The documentary evidence in respect of deposition of statutory liabilities with the concerned government authorities will be submitted to DHBVN. DHBVN shall verify the actual payment of statutory payments periodically, and if not satisfied, shall withhold the payments due to the Agency or seek additional Performance Security Deposit or revoke the Bank Guarantee as the case may be, in addition to other legal action.
- ix. The contractor shall ensure that all the manpower deployed in DHBVN are covered under the requisite ESI scheme under applicable law and in case of any accident to manpower while working in DHBVN, it shall be the sole responsibility of the contractor on this account whatsoever.
- x. The contractor will issue monthly pay slip to each manpower staff engaged by it and deployed in DHBVN giving details of the remuneration and deductions including deductions on account of EPF, ESI and other statutory deductions.
- xi. The contractor shall obtain workman's compensation insurance policy of 10 Lakhs from an approved insurance company to cover the risk of injury or death of the manpower engaged by him in compliance of the directions issued by the Hon'ble Court and the Prohibition of Employment as Manual Scavengers and their Rehabilitation Act, 2013. The contractor has to give a compensation of **Rs. 10 lakhs** on the death of a person deputed by him in the DHBVN.
- xii. DHBVN shall not bear expenses like transport charges to and fro, residence, medical expenses etc.
- xiii. The contractor shall comply with the provisions of all welfare legislations and more particularly the Contract Labour (Regulation and Abolition) Act, 1970, while carrying out the obligations of the contractor under the contract. The contractor shall further observe and comply with all laws, rules, orders and notifications concerning employment of staff engaged by the contractor and shall duly pay all sums of money to such engaged staff as may be required to be paid under such laws. It is expressly understood that the contractor is fully responsible to ascertain and understand the applicability of various legislations, and take necessary action to comply with the requirement of law.
- xiv. The contractor shall be obliged and solely responsible to comply with all statutory requirements in respect of the manpower engaged by him and deployed in DHBVN and DHBVN shall not be a party to any dispute arising out of such deployment by the contractor.
- xv. The contractor shall be responsible for all acts of commission and omission on the part of the manpower engaged by the contractor and deployed in DHBVN. DHBVN shall not be responsible in any manner, whatsoever, in matters of injury, death, ill health etc. of the contractor's manpower deployed and performing duties in DHBVN under the contract.
- xvi. The contractor shall compensate in full the loss sustained by DHBVN on account of any damage caused to the property of DHBVN due to negligence or lapse of, or pilferage, theft or breakage caused by the manpower engaged by the contractor and deployed in DHBVN. The amount of compensation shall be deducted from the payment due to contractor or recovered by any other legal means as the DHBVN deems fit.
- xvii. The contractor shall at all the times indemnify DHBVN and keep DHBVN

indemnified against any claim by any third party for any injury, damage to any person or person of any third party or for any other claims whatsoever for any act of commission or omission of the manpower engaged by the contractor and deployed in DHBVN during the performance of their manpower assignments.

GENERAL EXPECTATIONS OF MANPOWER DEPLOYED IN DHBVN:

- xviii. Manpower engaged by the contractor and deployed in DHBVN shall not have or shall not exercise any financial or administrative powers, whatsoever. Their duties shall be to assist and carry out duties as may be assigned by his/her Controlling Officer and under their supervision. The manpower so deployed shall comply with such instructions as may be issued by DHBVN or by the Controlling Officer from time to time.
- xix. All records, drawings, documents, data, specifications, standards, manuals etc. issued or made available to manpower deployed in DHBVN shall be used exclusively towards discharging his/her duties in DHBVN and shall be returned to the concerned authority in DHBVN without retaining any copies thereof. The manpower shall not carry any of the records, drawings, documents, data, specifications, standards, manuals etc., outside office premises except with the specific permission of the head of the unit.
- xx. The Contractor shall ensure that:
 - a) the manpower deployed in DHBVN maintains complete confidentiality about their work assignments in DHBVN.
 - b) the manpower deployed in DHBVN shall ensure safe custody of all records, data, information specific to any project or work of DHBVN and shall maintain confidentiality in not divulging or disclosing the same to any third party, under any circumstances.
 - c) the manpower deployed in DHBVN shall avoid use of any official information concerning DHBVN for any non-official purpose;
 - d) the ownership and copyright of all records, data, drawings, reports and other documents, prepared by the manpower deployed in DHBVN during the discharge of his/her duties in DHBVN shall rest exclusively with DHBVN;For the purpose of this clause "confidential information" or "confidentiality" shall mean any knowhow, as well as any other knowledge, record, data or information of any technical, commercial or financial nature which is furnished to or obtained by manpower deployed in DHBVN directly or indirectly, during performance of their duties in DHBVN.
- xxi. DHBVN respects the security and safety of women at the workplace. All manpower deployed in DHBVN shall show gender sensitivity and behave in a proper manner with women. Any complaint in this regard will be viewed seriously and action has to be taken by the contractor for withdrawal of the manpower against whom the complaint is made.
- xxii. Each of the manpower deployed in DHBVN must maintain highest standards of honesty, integrity and ethics. DHBVN may demand the replacement of any manpower that fails to maintain these standards of honesty, integrity and ethics.
- xxiii. The contractor shall ensure that the manpower deployed in DHBVN is physically fit, competent to discharge the duties assigned with the post and have requisite experience and qualifications.
- xxiv. The manpower deployed shall work as per the office timings of the office in which they are deployed. The manpower deployed may be required to attend the office on holidays or attend office before or after office working hours based on the exigencies of work for which no additional payment shall be payable, however, compensatory off in lieu of the same may be availed at subsequent date within a period of 30 days.
- xxv. The manpower deployed in DHBVN shall be required to report for work at the

designated hour of reporting to the competent authority at DHBVN daily and shall not leave office during the duty hours without specific permission of the Controlling Officer. Attendance shall be monitored by the Aadhar Enabled Biometric Attendance System and all manpower deployed shall be required to follow work timings. In case, manpower deployed in DHBVN is absent on a particular day or comes late or leaves early on more than two occasions in a month, pro-rata remuneration for each day shall be deducted or any other action as deemed fit by DHBVN may be taken in respect of the deployed staff.

- xxvi. Every deployed manpower shall be entitled to one day leave (in addition to public holidays) for each completed calendar month that can be accumulated upto the end of the calendar year, beyond which such leave cannot be carried forward. The leave must be availed of with the prior approval of his/her Controlling Officer and unavailed leave shall not be eligible for encashment. Medical leave up to 10 days in a calendar year may be permitted at the sole discretion of the controlling officer on production of satisfactory proof of illness.
- xxvii. Complaints regarding marking of wrong attendance shall be viewed seriously and will not be tolerated.
- xxviii. In case the manpower deployed in DHBVN by the successful contractor commits any act of omission or commission which amounts to misconduct, indiscipline, incompetence, the contractor will be liable to take appropriate legal action against such manpower deployed, including their removal from office premises or site of work, when required by DHBVN.
- xxix. The contractor shall replace immediately any of its manpower deployed in DHBVN who are found unacceptable to the DHBVN because of security risks, incompetence, conflict of interest, improper conduct, misbehavior with women etc. when so required by DHBVN.
- xxx. For all intents and purposes, the contractor shall be the "Employer" within the meaning of different legislations in respect of manpower deployed in DHBVN. The manpower deployed engaged by the contractor and deployed in DHBVN shall not have any claims of Master and Servant relationship nor have any Principal and Agent relationship with or against the DHBVN. They shall in no case be entitled for claiming regularization or employment in the DHBVN, on the basis of having rendered services through the contractor.
- xxxi. The contractor shall be solely responsible for the redressal of grievances and resolution of disputes relating to manpower deployed in DHBVN. DHBVN shall, in no way be responsible for settlement of such issues whatsoever.
- xxxii. DHBVN shall not be responsible for any damages, losses, claims, financial or injury to any other person on account of manpower engaged by the contractor in the course of their performing the functions or duties, or for payment towards any compensation due to acts done by such staff.
- xxxiii. The manpower engaged by the Contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to employees of DHBVN during the duration or after expiry of the contract.
- xxxiv. In case of termination of this contract on its expiry or otherwise, the manpower engaged by the contractor shall not be entitled to and will have no claim or any further engagement or absorption nor any relaxation for absorption in DHBVN.
- xxxv. The manpower engaged by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to employees of DHBVN during the duration or after expiry of the contract.
- xxxvi. The return of damaged transformer within 3 days is under the scope of contractor in the Nigam store. Failing which, penalty @ Rs. 1000/- per day in each case shall be imposed upon the contractor.

52. Earnest Money Deposit

The bidder shall furnish EMD as specified in the NIT.

The Bid Security shall be Rs. **10.00 Lacs**. The EMD shall be deposited online by the firm through Debit Card or RTGS/ NEFT or Net banking. It is expected of the prospective bidder to deposit EMD online by at least one day before deadline of submission of bids due to web portal provisioning. Any non-acceptance of EMD by web-based system on last day of submission of bids due to web-portal constraints shall be the bidder's responsibility.

Any bid not secured in accordance with para 52.1 and 52.2 above will be rejected by DHBVN as non-responsive.

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

EMD furnished by the Successful bidders will be refunded within 7 days from the receipt of confirmation of Performance Guarantee as per contract by the Accounts wing/DDO on intimation to the FA/MM, DHBVN, Hisar for making necessary entry in the EMD register.

The EMD may be forfeited:

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

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

No interest shall be payable by DHBVN on the above EMD.

SECTION-V

SAMPLE FORMS AND PROCEDURES

APPLICATION**TECHNICAL BID**

Sl. No.	Description	Response
1.	Name of Bidder Company/Firm/Contractor <i>(Attach certificate of registration)</i>	
2.	Name of Proprietor(s)/Director(s) of Company/Firm/Contractor	
3.	Full Address of Registered Office <i>(including telephone no., fax no. & e-mail address)</i>	Telephone No.: FAX No.: E- Mail Address:
4.	Full Address of Operating Branch <i>(including telephone no., fax no. & e-mail address)</i>	Telephone No.: FAX No.: E- Mail Address:
5.	Banker of Company/Firm/Contractor	
6.	Full Address of Banker <i>(Attach certified copy of statement of bank account for the last three years)</i>	Telephone No.: FAX No.:
7.	Authorization in favour of the signatory issued by the competent authority of the Bidder Company/Firm/Contractor <i>(Attach authorization note)</i>	
8.	Details of payment of Earnest Money Deposit <i>(Give No. and date of deposit)</i>	Paid into Account No. xxxxxx, Bank Name: _____ IFSC: Date of _____ payment: No. of UT _____ R/Challan: Originating _____ Bank: _____ IFSC:
9.	PAN/GIR No. <i>(Attach attested copy of PAN/GIR)</i>	
10.	GST Registration No. <i>(Attach attested copy of registration)</i>	
11.	E.P.F Registration No. <i>(Attach attested copy of registration)</i>	
12.	E.S.I Registration No. <i>(Attach attested copy of registration)</i>	

13.	Registration No. of Labour License for providing manpower (Attach attested copy of registration)	
14.	Registration No. under Shops and Establishment Act (Attach attested copy of registration)	
15.	Certificate from Bidder Company/Firm/Contractor for deposit of EPF upto date i.e. 31.03.2026. (Attach certificate of chartered accountant)	
16.	Certificate from Bidder Company/Firm/Contractor for deposit of Service Tax upto date i.e. 31.03.2026 (Attach certificate of chartered accountant)	
17.	Registration No. of Electrical License issued by the Chief Electrical Inspector	

17. Financial turnover of the Bidder Company/Firm/Agency for the last five financial years with **documentary proof and certificate of the Chartered Accountant** thereof.

Financial Year		Amount (Rs. In Lakhs)
2021-22	.	
2022-23	.	
2023-24	.	
2024-25	.	
2025-26	.	

18. Give details of the major clients served/presently being served by Bidder Company/ Firm/ Agency for carrying out operation and maintenance of 33 kV network (excluding 33 KV sub-station), 11 kV & LT network in the following format:

Sl. No.	Client Name ¹	Full Address of Client with telephone numbers	Contract Amount	Duration		Copy of work order
			(Rs. in lakhs)	From	To	
1						
2						
3						
4						
5						
....						
....						

NOTE:

1. It should also be mentioned whether the client is a Govt. Department, Statutory or autonomous institution, university, Central PSU, State PSU or a

private company (with annual turnover of Rs. 100 crores if it is a private company).

2. Details of manpower supplied designation-wise to be attached in separate sheet.

19. Copy of client satisfaction for completion of works of for carrying out operation and maintenance of 33 kV network (excluding 33 KV sub-station), 11 kV & LT network valued not less than 1 Crore each, during the last 5 (five) years.

Sr. No.	Client Name and Full Address of Client with telephone numbers ¹	Contract Amount	Copy of work order	Satisfaction Grading by Client ³		
		(Rs. in lakhs)		Excellent	Good	Poor
1						
2						
3						
4						
5						
....						
....						

NOTE:

- a. It should also be mentioned whether the client is a Govt. Department, Statutory or autonomous institution, university, Central PSU, State PSU or a private company (with annual turnover of Rs. 100 crores if it is a private company)
- b. Details of manpower on payroll designation-wise to be attached in separate sheet
- c. Satisfaction Grading should be signed by an officer of Client mentioning date not earlier than 31.03.2026. The satisfaction grading may be verified by DHBVN.
- d. Length of experience of providing manpower services i.e. providing manpower to reputed Private Companies/Public Sector Companies and Government Department etc.
- e. Details of available infrastructure in terms of systems for recruitment and placement of professional Management resources, both in terms of physical infrastructure, available experts and online resources.

Details of physical infrastructure:

Details of experts available:

Details of online resources:

20. Detailed write up on the methodology and plan of Bidder to provide manpower for deployment (How does the Bidder expects to recruit, test for proficiency, evaluate discipline and ethics etc.)

Details:

21. Details of skill upgradation and training facilities and details of tie-up with skill development and training institutions.

Details:

23. Additional information, if any
(Attach separate sheet, if required)

Signature of authorized person(s)

Date:
Place:

Name(s):
Seal:

DECLARATION

1. I, Son/ Daughter/ Wife of Shri....., resident of, Aadhar Number:, authorized signatory of the Bidder Company/Firm/Agency, is duly authorized and competent to sign this declaration.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:
3. I indemnify DHBVN against any loss incurred by DHBVN due to any act of omission or commission by the manpower recruited and engaged by my Company/Firm/Agency and deployed in DHBVN.
4. I solemnly declare that my Company/Firm/Agency has not been blacklisted/ debarred from participating in any tender of any Ministry/Department/University/Statutory or Autonomous Institution/CPSU/State PSU in the last five years.
5. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
6. I, on behalf of my Company/Firm/Agency, declare that I/We have read the entire tender document and all the terms and conditions of tender and declare that I/We have clearly understood and unequivocally agree to all the terms and conditions and will abide by the terms and conditions.

Signature of authorized person(s)

Date:
Place:

Name(s):
Seal:

Affidavit for genuineness of Documents Submitted against NIT No. / 2026

1. It is certified that I am S/o Sh, proprietor/partner/director of the firm M/s, registered at
2. IS/o Sh. proprietor/partner/director of the firm M/s solemnly declare that my firm/ our firm has submitted genuine documents against NIT No. and in case, it is eventually revealed at a later stage that the documents were obtained using malpractices/ manipulation or otherwise, my/our firm shall straightaway be disqualified for empanelment along with other penal / legal and administrative actions as applicable/ may deemed fit shall be taken by the Nigam without issuing any further notice, including forfeiture of EMD deposited against the instant NIT.

Authorized Signatory/Proprietor

Name -..... S/o Sh.
Designation-Proprietor/partner/director
M/s
Seal & Stamp of the Firm

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 *DHBVNL* is desirous of outsourcing for *various activities/ services in DHBVN* 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.

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..... datedduly

accepted by "X" and detailed award No.....dated.....

All the aforesaid contract documents shall form an integral part of this agreement, in so as the same or any part conform to the bidding documents 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".

CONDITIONS AND COVENANTS

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.

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.

TIME SCHEDULE

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.

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.

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.

1. Settlement of Disputes:

It is specifically agreed by and between the parties that all the difference or disputes arising out of the Agreement or touching the subject matter or the Agreement shall be decided by the process of settlement and Arbitration as specified in clause and of the General Conditions of the contract of the provisions of the Indian Arbitration & Conciliation, Act, 1996 shall apply and concerned District Court alone shall have exclusive jurisdiction over the same.

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 acknowledgment or by telex or by registered mail with acknowledgment due addressed to the signatories at the addresses mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorized 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 Gurugram.

WITNESS:

1(Owner's Signature)
(Printed Name)

2(Designation)
(Company's Stamp)

3(Contractor's Signature)
(Printed Name)

4(Designation)
(Printed Name)

Applicable in case of single award is placed on one party on supply-cum-Erection basis. In case two separate awards are placed on single party / two different parties this clause is to be modified suitable while signing the Contract agreement to be signed separately for two awards to incorporate cross fall breach clause.

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with stamp Act)

Ref: Bank Guarantee No.....

Dated

To

Chief Engineer/Operation,
DHBVN, Delhi

Phone _____, Fax No.: _____,

Email: _____

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 (herein after referred to as the Contractor which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Award No. dated and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No. Dated Valued at..... For (Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to (%)..... (Percent) 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 Contractor 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 Contractor.

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

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or any right which they might have against the Contractor, and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the owner. The Bank

shall not be released or its obligations under these presents by any exercise by the Owner of its liberty without reference in the matters aforesaid or any of them or by reason of any other Act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

Notwithstanding anything contained herein above our liability under this guarantee is restricted to And it shall remain in force 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 2026 at

WITNESS

.....
(Name) (Signature)

.....
(Name) (Signature)

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

Attorney as per Power Of
Attorney No.
Date

Note :

- This sum shall be ten percent (10%) of the Contract Price in two parts i.e for Power Transformer and for rest of material.
- The date will be hundred days (100 days) after the end of Warranty Period as specified in the Contract.
- The stamp papers of appropriate value shall be purchased in the name of issuing Bank.

PROFORMA OF EXTENSION OF BANK GUARANTEE

Ref : Dated

To

Chief Engineer/Operation,
DHBVN, Delhi

Phone _____
Fax No.: _____
Email: _____

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.

Minimum Manpower and Resources to be provided by the bidder

NITNo.	No. of consumers	No. of minimum complaint centers to be maintained	Minimum Manpower to Be Provided for 38 nos. complaint centers		Minimum vehicles to Be Provided for 38 nos. complaint centers		
					Bikes	4 Wheeler/Jeep	Trolley Mounted lifter with Driver for T/F
97/CE/OP/DEL/ 2026-27	280526	38	Engineer In-charge	1	76	11	2
			Supervisor	11			
			Manpower For FRT	418			
			Manpower for maintenance teams	55			
			Manpower For IT solutions	07			
			Total	492			

- Note:**
1. Degree/Diploma/Certificate must be from recognized Board/ University/ Institution.
 2. Technical/ Professional Degree/ Diploma must be registered with competent Authority, if required.
 3. The manpower deployed by the contractor shall be in accordance with the requirements of the electricity rules, safety laws and to meet the requirements of performance standards as mentioned in this document.

The following teams to be provided.

Sr. No.	Description of resource	Minimum quantity/manpower to be supplied
1.	FRT/Complaint handling/breakdown team (3 shifts)	
a.	Manpower required	03 nos. technical qualified/ experienced

		persons + 2 rest reliever
B	Tools and Tackles as per annexure-2	1 set
C	Safety equipment	1 set
d.	2 Wheelers/Bikes	2 nos. per complaint centers
2	Maintenance team	
a.	Manpower required	05 nos. technical qualified/experienced persons
B	Tools and Tackles as per annexure-2	1 set
C	Safety equipment	1 set
d.	4 Wheelers/Jeeps	1 no. per maintenance team
3	IT team	
a.	Manpower required	07 nos. qualified/experienced persons

4	Engineer-In-Charge cum Safety & Quality Engineer (For all the communications with DHBVN report formation, monitoring of safety & quality etc. to be done for complete project)	1 No. per circle
4.	Supervisor	1 No. per sub-division
5.	Transport Vehicle (Mini Truck / Truck for transportation of store material as per requirement)	As per Requirement
6.	Hydraulic Skylifer, Trolley Mounted Lifter etc.	As per Requirement

Qualification for the personnel to be deployed shall not be less than the following:

- I. Engineer-In-Charge cum safety & quality Engineer: Graduate in Electrical engineering having minimum 5 years' experience in operation and maintenance of HT/LT Network in Power Distribution.
- II. Supervisor: Diploma in Electrical Engineering having at least 5 years of experience in operation and maintenance of HT/LT Network in Power Distribution.
- III. Asst. Line Man/Line Man ((Qualified/experienced persons): Minimum 10th + ITI (Electrical/Wireman) Certification having minimum 3years experience in operation and maintenance of HT/LT Network in Power Distribution.
- IV. Manpower required for IT solutions: Graduation + computer diploma for a minimum period of one year having minimum 3 years experience.

Note: However, Nigam reserve the right to verify the above at any time and may conduct competency test of the staff as per the instruction of the Nigam to authorize them to work on Electrical Network.

Note:

1. For complaint handling / breakdown team, there will be three shifts each of eight hours i.e.
 - a) 6:00AM to 2:00PM
 - b) 2:00PM to 10:00PM
 - c) 10:00PM to 6:00AM
2. Maintenance team shall be available generally during shift hours of 9.00Am to 06.00PM or in case of emergency on the call of SDO concerned.
3. Contractor shall ensure the minimum =number of manpower availability as per requirement indicated above.
4. Contractor shall ensure that no employee does a double shift in a day. This not only increases the chances of accident, but also reduces the efficiency of the person.
5. There shall be one weekly off to all the employees.
6. For any overtime work by the staff of contractor, payment is to be made by the contractor as stipulated under labour laws.
7. The Engineer in charge shall be available for DHBVN as and when required. All the communications to DHBVN from the contractor's site office shall be made by the Engineer in charge.
8. Crane/Tractor as per the requirement shall be provided by the contractor.

ANNEXURE-II

Mandatory Tools and Tackle to be provided by the Contractor

Following T&Pis required to be available with the contractor:

(A) Circle Level Tools			
Sr No.	Description	Unit	Available Quantity
1	Transformer Oil Testing Machine	Nos.	2
2	Welding Set	Nos.	2
3	Chain Pulley Block (2 Tonnes)	Nos.	2
4	BED Drill Machine with Drill Bits Size 0.5 & 0.75"	Nos.	1
5	G. I. Bucket	Nos.	3
6	Hand Drill M/C	Nos.	1
7	Torque Wrench (40 To 100 Mm)	SET	1
8	Smart Mobile Phones with sims	Nos.	4
(B) Sub-Division Level Tools			
Sr No.	Description	Unit	Available Quantity
1	LT Meggar 500 Volts	Nos.	1
2	Multimeter (Clip-on Meter)	Nos.	2
3	Hand Cart	Nos.	1
4	Crow Bar	Nos.	1
5	Blow Lamp	Nos.	1
6	Draw Vice	Nos.	1
7	Spade	Nos.	2
8	Pock Axe	Nos.	2
9	Hammer (10Kge)	Nos.	1
10	Gulla	Nos.	1
11	Manual Crimping Tool (50 Sq. mm to 300 Sq. mm)	Nos.	1
12	Rope for Pole Supporting Etc.	Nos.	1
13	Hand Pump for Transformer Oil	Nos.	1
14	Hydraulic Crimping Machine with Die Size 300 & 630 Sq. Mm	Nos.	1
15	Earth Tester	Nos.	1
16	Smart Mobile Phone with sims	Nos.	1 per supervisor
(C) Fault Repair Team (FRT)			
Sr. No.	Description	Unit	Available Quantity

1	Safety Rope & Belt	Nos	1
2	Safety Helmet	Per Person	1
3	Shoes (Rubber Sole with 1" Thickness)	Per Person	1
4	Rubber Hand Gloves (15 KV Tested)	Pair Per Person	1
5	Leather Hand Gloves	Pair Per Person	1
6	Safety Chain (Brass/Steel)	Nos	1
7	Torch /Charging Torch	Nos Per Person	1
8	Insulated Cutting Plier 8"	Nos Per Person	1
9	Screw Driver – 2 Nos. (of sizes 10" & 18")	SET	1
10	Line Tester for LT	Nos	1
11	D.E. Spanner	SET	1
12	Hammer 8 LBS	Nos	1
13	Adjustable Wrench 18"	Nos	1
14	Hacksaw Frame with blade	Nos	1
15	Test Lamp	Nos	1
16	Chisel 8"	Nos	1
17	Pipe Wrench 18"	Nos	1
18	On Line Tester HT	Nos	1
19	Tool Bag	Nos	1
20	Allen Key Set (Complete)	Nos	1
21	Box Spanner	Nos	1
22	Ring Spanner	SET	1
23	Caution Board (Fluorescent)	SET	2
24	Knife	Nos	1
25	Torque Wrench	Nos	1
26.	Rope for Pole Supporting	Nos	2
27	Earthing Stick	Nos	6
28	Dangi for Removal of Small Branches of Trees	Nos.	1
29	Wood Cutter (AXE/Dao)	Nos.	1
30	Wood Cutter(Machine Operated)	Nos	1
31	Discharge Rod for LT – 2 Pc portable type	Nos	1
32	Nose Plier 6"	Nos.	1
33	Manual Crimping tool (25 sq. mm to 50 sq. mm)	Nos.	1
34	Multimeter (Clip-on Meter)	Nos.	2

35	Bamboo Ladder 30'	Nos.	1
36	Bamboo Ladder 21'	Nos.	1
37	Mobile Phone with sims	Nos.	2 per FRT

(D) Tools for Lineman / Fitter in Maintenance Team

Sr. No.	Description	Unit	Available Quantity
1	Safety Rope & Belt	Nos	1
2	Shoes (Rubber Sole with 1" Thickness)	Pair Per person	1
3	Rubber Hand Gloves (15 KV Tested)	Pair Per person	1
4	Safety Chain (Brass)	Nos	2
5	Torch	Per person	1
6	Discharge Rod for 11 KV – 1 No for maintenance	Nos	1
7	Insulated Cutting Plier 8"	Nos	1
8	Screw Driver – 2 Nos. (of sizes 10" & 18")	SET	1
9	Line Tester for LT	Nos	1
10	Online Tester for HT	Nos	1
11	D.E. Spanner	SET	1
12	Hammer 8 LBS	Nos	1
13	Adjustable Wrench 18"	Nos	1
14	Hacksaw Frame with blades	Nos	2
15	Test Lamp	Nos	1
16	Chisel 8"	Nos	1
17	Pipe Wrench 18"	Nos	1
18	Tool Bag	Nos	1
19	Allen Key Set (Complete)	Nos	1
20	Box Spanner	SET	1
21	Ring Spanner	SET	1
22	Caution Plate/Danger Plate	Nos	1
23	Half Round File 12"	Nos	1
24	Flat File 12"	Nos	1
25	Manual Crimping Tool 1 No (50 Sq. mm to 300 Sq. mm)	Nos	1
26	Knife	Nos	1
27	Rope for pole supporting – 1 Nos	Nos.	1

28	Screw Driver (Both ways of size 6")	Nos.	1
29	Nose Plier 6"	Nos.	1
30	Multimeter (Clip-on Meter)	Nos.	1
31	Bamboo Ladder 30'	Nos.	1
32	Bamboo Ladder 21'	Nos.	1
33	Mobile Phone with sims	Nos.	2 per team

ANNEXURE-III**Standard of Performance and Penalties for the delay**

Sr. No	Nature of Service	Standard (indicating Maximum time limit for rendering service)	Penalty
1	No Supply complaint irrespective of reasons including single phasing/voltage variation/low/high voltage complaints	Within 1 hour	No Penalty
		1 to 2 hours	Rs 100/- in each case of default
		2 to 3 hours	Rs 200/- in each case of default
		3 to 4 hours	Rs 1000/- in each case of default
		Beyond 4 hours	Rs 5000/- in each case of default
2	HT Line breakdowns for overhead line fault	Within 1 hour	No Penalty
		Within 1 to 2 hours	Rs 5000/- in each case of default
		Within 2 to 3 hours	Rs 12500/- in each case of default
		Within 3 to 4 hours	Rs 25000/- in each case of default
		Within 4 to 6 hours	Rs 50000/- in each case of default
		Within 6 to 8 hours	Rs 75000/- in each case of default
		Beyond 8 hours	Rs 100000/- in each case of default
3	HT Line breakdowns for underground cable fault	Within 8 hours	No Penalty
		Within 8 to 12 hours	Rs. 1000/- in each case of default
		Within 12 to 18 hours	Rs. 2000/- in each case of default
		Within 18 to 24 hours	Rs. 5000/- in each case of default
		Within 24 to 48 hours	Rs. 10000/- in each case of default
		Beyond 48 hours	Rs. 20000/- in each case of default
4	HT Line breakdowns due to pole breakage	Within 6 hours	No Penalty
		Beyond 6 Hours	For every additional hour beyond 6 hour, penalty will be Rs. 20000/- per hour or part thereof
		In case of more than 2 outages (including tripping) per day on a feeder individually (excluding planned outages) then the penalty of Rs.1000/- for each instance above 2 outages (including tripping) will be imposed	

5	Outage of 11 KV feeder	In case of more than 10 outages (including tripping) per month on a feeder individually (excluding planned outages) then the penalty of Rs. 2000/- for each instance above 10 outages (including tripping) will be imposed.		
6	Outage of 33 KV feeder	In case of more than 2 outages (including tripping) per day on a feeder individually (excluding planned outages) then the penalty of Rs. 2000/- for each instance above 2 outages (including tripping) will be imposed		
		In case of more than 5 outages (including tripping) per month on a feeder individually (excluding planned outages) then the penalty of Rs. 4000/- for each instance above 5 outages (including tripping) will be imposed.		
7	Replacement of damaged Distribution Transformer	After 6 hours	Upto 100 KVA	Rs. 5,000/- per transformer for every additional Hour beyond 6 hours
			200 KVA	Rs. 20,000/- per transformer for every additional Hour beyond 6 hours
			Above 200 KVA	Rs. 50,000/- per transformer for every additional Hour beyond 6 hours
8	Delay beyond plan shutdown	Rs. 5000 per hours beyond the fixed time in each case of default		
9.	False closure of complaints	Rs.10000/- per complaint		
10.	Repetition in non-compliance of safety measures / precautions	Rs. 5000/- for every default during surprise checking		
11.	Non providing of minimum manpower as per Annexure-VII	Rs. 1000/- per day per manpower in addition to the pro-rata reduction of payment		
12.	Non availability of T&P/Safety Kits	Rs. 1000/- for every default during surprise checking.		
13	Non providing of uniform of approved color	Rs.200/- per day per manpower till uniform is provided by the contractor.		

14	Non Providing of 2 wheeler/Bike as per Annexure-VII	Rs.1000/- per day per bike
15	Non providing of 4 wheeler/JEEP as per Annexure-VII	Rs.2000/- per day per JEEP
16	Non returning of damaged transformers within 3 days	Rs. 1000/- per day in each case.
17	Delay in starting the operation as defined in scope of Bid (1 month from the date of issue of LOI/LOA)	Rs.25000/- per sub-division per week or part thereof for the leftover sub-divisions.

Note:-

1. Penalty is leviable from the handing over of poles/distribution transformers by the DHBVN to the concerned person of the bidder.
2. To address false closure of complaints, name, designation with mobile number be captured in order to have evidence before competent adjudicating authority.
3. In addition to the above SLAs, any penalty payable/paid by the Nigam is also liable to be recovered as below, from the bidder in respect of the following scenario on account of default on the part of bidder/contractor:-
 - c) Double of the penalty imposed by the RTS commission, HERC, Ombudsman, CGRF or any other statutory body.
 - d) Double of the compensation claimed/paid to the consumer of the Nigam in view of the order/provision under HERC Standard of Performance & Right to Service Act, 2014 or any other statutory body.

ANNEXURE-IV
Performance Reports for the Contractor's appraisal
Performance Monitoring / Measurement Form

Contractor's Details

Name: _____

Work Order No.: _____

Working Since; _____

A. 1) Contractor's Employee Details					
Sr. No.	Description	Engineer/Supervisor	Telephone Operator	Lineman	Helper
1	Name of employee				
2	Designation				
3	Qualification				
4	Experience in related field				

A. 2) Adherence to Safety Standards, Safety Record			
Sr. No.	Description	comments by Engineer in charge cum Safety & Quality Engg. (Contractor)	
		Numbers of accidents during the month of report	Cumulative No. of accidents
1	FATAL ACCIDENT		
a	Human being		
i	Own Staff		
ii	Private		
b	Cattle		
2	Non-Fatal Accidents		
i	Own Staff		
ii	Private		
	Total		

A. 3) Self Initiatives taken for improvement in service quality		
Sr. No.	Description of New initiatives taken up in the area during the month	Remarks by the SDO Concerned
1		
2		
	TOTAL	

A. 4) Date of payment made to staff		
Sr. No.	Name of employee	Detail of Documents in support of adhering to Statutory compliance
1		
2		

Note: Pls attach separate list along with the reasons for delay.

B) PERFORMANCE STANDARDS for operation and maintenance Contractor					
The Performance Standards for each of the cause of power supply failure is as mentioned below:					
Sr. No.	Nature and cause of power supply failure	Average Time taken for Fault Resolution (Hrs)	Fault duration case exceeding permissible Limits specified	Remarks by Engineer in Charge	Remarks by SDO
1	Normal HT/LT				
2	HT/LT Line Breakdowns				
3	DT Failure				
4	HT/LT Jumper Burnt				
5	Cable /Cable Box Damaged				
6	Voltage Variations				
7	Others like pole damaged, meter damaged etc.				

Provision

The performas for performance monitoring/MIS report may be amended/added as per requirement so as to ensure compliances of SLAs.

ANNEXURE-V
(Satisfaction Certificate by Client / Employer)

1) **Client:** _____
(May mention name along with whether client is a Govt. Department, Statutory or autonomous institution, university, Central PSU, State PSU or a private company.)

2) **Address:**

3) **Name of Contractor / Agency engaged for providing Manpower services:**

4) **Period for which Agency was engaged:**

5) **No. of manpower engaged:**

6) **Copy of work order:** _____
(Details designation-wise be provided in an attached sheet)

7) **Nature of work for which manpower was engaged:**

8) **Contract amount (annually):**

8) **Client's comments on quality of:**

9) Overall rating by Client of Manpower services: _____
(Choose any one: Excellent, Good, Average, Poor)

Signature of authorized person(s)

Place &Date:

Contact Details:

(Mail Address & mobile number)

Name:

Seal:

Note: Satisfaction Certificate should be signed by the tender awarding authority of Client / Employer mentioning date not earlier than 31.03.2026. The satisfaction certificate may be verified by DHBVN.

SECTION VI

SCHEDULE OF PRICES

PRICE BID FORMAT

Summary of Price Proposal against NIT No. 97/CE/OP/DEL/2026-27 for engagement of Agency for carrying out activities for operation and maintenance of 33 kV network (excluding 33 KV sub-station), 11 kV & LT network under the jurisdiction of DHBVN.

The quoted price shall be on the online e-tendering portal only & in accordance with the following format:-

NIT No.	97/CE/OP/DEL/2026-27		
NAME OF FIRM			
Description of work	Total monthly composite service charges quoted against the project (inclusive of all taxes/GST& duties) Amount in Rs.	Rate of taxes/ GST included in the Bid price	Remarks
Engagement of Agency for carrying out <i>activities</i> for operation and maintenance of 33 kV network (excluding 33 KV sub-station), 11 kV & LT network under the jurisdiction of DHBVN.			

Note:-

1. The prices shall be inclusive of all the statutory levies, taxes/ GST and nothing shall be paid extra. However, in case of increase/ decrease of any tax/ GST (during the currency of contract) the same shall be on Nigam's Account.
2. For the purpose of evaluation of BIDs, the Bidder will quote here only the monthly Composite Service Charges to be charged from the Nigam for providing the services as mentioned above in the bid documents including all the resources and a minimum manpower as per Annexure-I
3. **Composite Service Charges** shall mean the total service charges against providing manpower and all the resources which a bidder shall provide as per scope of work including his/her profit margin and shall quote in the price bid format for the purpose of evaluation of bids. Composite Service Charges shall include ESI, EPF, GST, other taxes, duties, levies etc. or any other statutory liabilities.
4. In case of increase/decrease of scope of work, the amount of composite service charges will be paid to be calculated on pro-rata basis on the basis of minimum proposed manpower in the bidding documents for providing the services for operation and maintenance.

Signature of authorized person(s)

Date:
Place:

Name(s):
Seal:

Check List /Documents to be attached with the Bid

Sr. No.	Description	Particulars	Page No.
1.	Bidder's Identity	MOA / AOA / Partnership Deed, Director's Details (DIN) etc.	
2.	Earnest Money	Rs. 10 Lacs	
3.	Validity	180 days from the date of opening of Part-II	
4.	Existence of firm	The bidder shall have been in existence for a minimum period of 3 years. The Agency shall submit documentary evidence regarding their incorporation/existence.	
5.	Balance Sheet, ITR etc.	The bidder must submit Balance Sheet, Statement of Income and Expenditure and Income Tax returns for the last five financial years duly attested from Chartered Accountant with technical bid.	
6.	Labour License	The bidder Agency should have a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and rules made there under.	
7.	Annexure-V	Satisfaction Certificate – ANNEXURE-V	
8.	Infrastructure, qualified and expert manpower	The bidder should have facilities (infrastructure, qualified and expert manpower) for testing/screening of personnel to ensure that they conform and surpass the required standards of knowledge, skill and experience before deployment. Documentary evidence in this regard should be submitted along with the Technical Bid.	
9.	Training facilities	The bidder should have facilities for providing training and skill upgradation of the staff and persons deployed by the bidder. The bidder may have a tie-up with the State Government or State Government approved training and skill development institutions instead of itself possessing the facilities. Documentary evidence	
10.	Experience certificate	Experience certificates of providing manpower services to Government Departments, statutory entities, autonomous institutions, public sector undertakings (PSUs) of the Government of India or a State Government or a Power Transmission or Distribution Utility or any reputed private company (annual turnover of Private Company not less than 100 crores)	
11.	EPF, ESI etc.	The bidder must be registered with ESI, EPF and under the Shops & Establishments Act Copy of registration papers along with respective registration numbers issued to the bidder must be provided with Technical Bid.	
12.	Service Tax/GST	The bidder must have valid service tax/GST registration number. Copy of registration number issued to the bidder must be	

	registration	provided with Technical Bid.	
13.	PAN/TAN	The bidder must have valid PAN/TAN Number issued by the Income Tax Department. Self-attested documentary evidence of the PAN/TAN issued to the bidder must be provided with Technical Bid.	
14	Financial Criteria	The Average Annual Turnover during last 3 financial years should be equal to or more than the value of the Bid/Package from the similar nature of O&M work. The documents showing the turnover should be duly attested by the CA and in support of the same. Audited balance Sheet of that particular year may also be attached. The work orders testifying to the turnover, payment details for each work order and certificate from a Chartered Accountant in this regard shall be submitted with the Technical Bid. The bidder Agency shall also submit Income Tax Returns filed by the bidder over the last 3 years.	
15.	Technical Criteria	<p>The bidders should have the following experience of completion of similar works in Government Departments, statutory entities, autonomous institutions, public sector undertakings (PSUs) of the Government of India or a State Government or a Power Transmission or Distribution utility or any reputed private company (annual turnover of Private company not less than Rs. 100 crores) as given below:</p> <p>i. At least three similar completed works costing not less than Rs 10 crores each in the last 3 years. The work orders submitted as proof by the bidder should be accompanied with a Satisfaction Certificate duly signed and attested by an officer of the contracting Department, statutory entity, autonomous institution, public sector undertaking, Power Utility or the reputed private company.</p> <p style="text-align: center;">OR</p> <p>ii. At least two similar completed works costing not less than Rs.15 crore each in the last 3 years. The work orders submitted as proof by the bidder should be accompanied with a Satisfaction Certificate duly signed and attested by an officer of the contracting Department, statutory entity, autonomous institution, public sector undertaking, Power utility or the reputed private company.</p> <p style="text-align: center;">OR</p> <p>iii. At least one similar completed works costing not less than Rs.25 crores each in last 3 years. The work orders submitted as proof by the bidder should be accompanied</p>	

		with a Satisfaction Certificate duly signed and attested by an officer of the contracting Department, statutory entity, autonomous institution, public sector undertaking, Power utility or the reputed private company.	
16.	Liquid Assists	FIN1, FIN2, FIN3 alongwith Banks certificate on prescribed performa	
17.	Electrical contractor license	The bidder shall have the valid license for carrying out 33 KV or above voltage works from the Chief Electrical Inspector of any state in India. However, before starting the work, he shall seek CEI Haryana license also.	
18	Clause 8. IX (a)	Copies of original documents defining the constitution or legal status, place of registration and principal place of business, written power of attorney of the signatory of the Bidder to commit the Bid.	
19	Clause 8.IX (b)	Reports on the financial standing of the Bidder including profit and loss statements, balance sheets and auditors reports of the past five years and an estimated financial projection for the next two years.	
20	Clause 8.IX (c)	Evidence of access to lines of credit and availability of other financial resources.	
21	Clause 8.IX (d)	Information on NJSP regarding any litigation, current or during the last two years, in which the Bidder is involved, the parties' concerned and disputed amount.	
22	Clause 8.IX (e)	The declaration on NJSP by the firm that it is not blacklisted by any State Govt. or Agency and shall be liable for the consequences of wrong declaration. The bidder should submit along with the Bid no blacklisting certificate for the past three years.	
23	Clause 8.IX (f)	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 defined as successful completion of commissioning of the distribution lines and acceptance of the same by the Employer. However, in case the firm is anticipating any such ownership change/take over at any stage of the entire bid process and during the execution of contract. They shall seek prior approval from the Employer well in time. It shall be the sole discretion of the Employer to grant permission for such change in ownership / take over and if allowed by the Nigam for ownership change, the new company shall own all responsibilities and liabilities under the contract and the old firm should not be blacklisted by any state/centre government or any of its agency.	
24	Income tax clearance	The Bidder must enclose income tax clearance certificate alongwith the tender.	

25	Affidavit regarding genuineness of documents	An affidavit for genuineness of documents as given below:- “I/We hereby undertake that my firm has/have submitted genuine documents against NIT No. 97/CE/OP/DEL/2026-27 and in case, it is eventually revealed at a later stage that the documents were obtained using malpractices/manipulation or otherwise, my/our firm shall straightway be disqualified against subject cited NIT along with other penal/legal and administrative actions as applicable/deemed fit may be taken by the Nigam without issuing any further notice, including forfeiture of EMDs against the instant NIT”.	
26	Bid documents	Bid documents duly signed and stamped	
27		Insolvency/Bankrupt certificate	