

**DAKSHIN HARYANA BIJLI VITRAN NIGAM**  
**(A Govt. of Haryana Undertaking)**  
**NOTICE INVITING TENDERS**  
**(Through e- tendering)**  
**Limited Tender Enquiry**

**NIT No. 01 /CAO/A&R**

**Dated: 29/09/2020**

E-tenders are invited for implementation of Indian Accounting Standards for F.Y. 2020-21 with the comparative figure of FY 2019-20, by the Chief Accounts Officer, DHBVN, Hisar as per following details:-

<b>NIT No.</b>	<b>Description</b>	<b>Earnest Money deposit (In Rs.)</b>	<b>Tender documents fees (Non-Refundable) (In Rs.)</b>	<b>E-Service Fee (Non-Refundable) (In Rs.)</b>
01/CAO /A&R	Appointment of professional consultants for implementation of Indian Accounting Standards (Ind-As) for F.Y. 2020-21 with the comparative figure of FY 2019-20.	5000/-	100/-	1100/-

Details may be seen from the website <https://etenders.hry.nic.in> & <http://dhbvn.org.in>

<b>Date of starting of e-tender for submission of on line technical &amp; price bid at <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a></b>	<b>Date of closing of online e-tender for submission of technical &amp; price bid on web portal</b>	<b>Opening date of proposal on web portal</b>
<b>30.09.2020</b>	<b>19.10.2020(15.00)</b>	<b>19.10.2020(16.00)</b>

1. The E-Service fee will be paid online.
2. E-tenders against the above NIT will be opened in the office of the Chief Accounts Officer, Vidyut Sadan, Vidyut Nagar, DHBVN, Hisar as per schedule above.
3. The earnest money shall be deposited online by the contractor through Debit card or RTGS/NEFT or Net banking. It is expected to the prospective bidders to deposit EMD online by at least one day before deadline of submission of bids due to web portal provisioning. Any non-acceptance of EMD by web-based system on last day of submission of bids due to web-portal constraints shall be the bidder's responsibility.
4. DHBVN reserves the right to reject one or all of the tenders received, without assigning any reason.
5. The tender documents having detailed terms and conditions can be downloaded from the website <https://etenders.hry.nic.in> from 30.09.2020 onwards. The e-tenders shall be received through website only. All approved firms are requested to get themselves registered as vendors with the said website for submitting their bids. For any assistance, please contact Haryana Procurement Cell.
6. Only those tenders shall be considered who deposit the earnest money and tender cost & transaction fee by due date.

**Chief Accounts Officer,  
DHBVN, Hisar**

# Terms and conditions of the contract

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

1. **COMMENCEMENT OF WORK:** The commencement of the work shall take place immediately after issue of the work order by this office.
2. **COMPLIANCE OF LAW:** The firm shall, in all matters arising in the performance of the contract, comply in all respects, will give all notices and pay all fees required by the provisions of any national or state statute, ordinance or other law or any regulation or by-law of any duly constituted authority.  
The contract shall in all respects be prepared and interpreted in accordance with the law in force in India including any such laws passed or made or coming into force during the period of the contract.  
The firm shall be responsible for carrying out of all of its activities within the rules and laws in force. DHBVN shall not be responsible for any of the un-lawful activity committed by the firm / staff of firm. The firm shall be liable for and shall indemnify DHBVN 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.
3. **RESPONSIBILITY FOR RECORD/DOCUMENTS:** The firm shall be fully responsible for upkeep, maintenance and safety of the record and documents supplied by the DHBVN and also for the record/documents generated by the firm. On completion of the contract/job the firm will return all the documents supplied to it by the DHBVN and shall also hand over all the record/documents generated by it for the purpose of completion of the assigned work.
4. **PAYMENT:** Completion of contractual formalities by the firm would be an essential requirement for claiming any payment. The firm shall be entitled to get payment in the following manner within 30 days after receipt of invoice.
  - a. 50% payment will be made on conversion of balance sheet for FY 2019-20 as per IND AS provisions.
  - b. 40% payment will be made on preparation of balance sheet for FY 2020-21 and got audited from statutory auditors.
  - c. 10% payment will be made after completion the C&AG Audit.

Payment will be made through cheque/RTGS by AO/EAD, DHBVN, Hisar

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

5. **COMPLETION PERIOD/DELIVERY SCHEDULE:** The conversion work for FY 2019-20 will be completed within two months after receipt of all required documents and the preparation of balance sheet for FY 2020-21 will be completed within 15 days after receipt of all required documents.

6. **PENALTY FOR DELAY IN COMPLETION/UNATTENDED OF JOB:** The time is essence of the Contract. The assigned job will have to be carried out within the prescribed time schedule, as specified in delivery schedule. In case the firm fails to carry out the job within the stipulated period, penalty @ 5% per month or part thereof of the delayed job shall be imposed and recovered from the firm's dues. In case no dues/security deposit amount is available the firm shall have to deposit the Liquidated Damages with DHBVN.

Besides recovery of Liquidated Damages, such audit firm can also be blacklisted for next 3 years.

7. **ALTERATION/ADDITION:** No variation or modification or waiver of any of the terms and conditions or provisions of the contract shall be deemed valid unless mutually agreed upon in writing by both parties i.e. DHBVN and firm.

8. **TERMINATION OF CONTRACT:** Immediately after termination of the contract/agreement the firm will cooperate in handing over back all the facilities and record in good working order to DHBVN. Upon termination of the contract/agreement, the authority of the Agency to act as Agent of DHBVN in the area shall immediately cease.

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

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

11. **SETTLEMENT OF DISPUTES:** If any dispute or difference of any kind whatsoever will arise between the DHBVN and the Firm in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the DHBVN or the Firm may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of the matter may be commenced unless such notice is given.

**12. ARBITRATION:** All matter questions, disputes, differences and / or claims arising out of and /or concerning and /or in connection and /or consequences or relating to this contract whether or not obligations of either or 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 M.D. DHBVN or an Officer appointed by the M.D. DHBVN as his nominee. The Award of the Arbitration shall be final and binding on the Parties to this contract. The objection that the Arbitrator has to deal with the matters to which the contract relates in the course of his duties or he has expressed his views on any or all of the matters in dispute of difference, shall not be considered as a valid-objection.

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

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

## **INSTRUCTION TO BIDDER**

### **1. SCOPE :**

Dakshin Haryana Bijli Vitran Nigam Ltd. Here-in-after called DHBVNL intends for the engagement of well established, reputed and experienced CA firms (located at Hisar) for implementation of IND AS for FY 2020-21. Detailed instructions have been explained as under:-

- a. The consultant firstly analyse and identify the key difference between DHBVN existing accounting policies, disclosures and financial statements as per AS and IND AS and suggest the revise accounting policy/ accounting treatment to comply the IND AS.
- b. Preparation/convert the balance sheet for FY 2019-20 according to IND AS provisions.
- c. Preparation/ assist to DHBVN in preparation of balance sheet for FY 2020-21 alongwith necessary disclosures.
- d. To review and provide qualitative information to DHBVN required for the purpose of presentation of balance sheet for the year ending 31.03.2021.
- e. To assist DHBVN in preparation of audit reply of queries raised by statutory auditor and C&AG office while conducting the supplementary audit.
- f. Any other work required for implementation of IND AS for FY 2020-21.

### **2. PRE-QUALIFICATION OF THE BIDDER:**

- a) The firm should be Hisar based.
- b) The financial turnover of the firm should be 10 Lakhs.
- c) The firm should have minimum 05 year experience.
- d) Preference will be given to the firm who has experience regarding accounting of any power utilities.

In addition to above Bids shall include the following information:

- i. Copies of the original documents defining the constitution or the legal status, place of registration and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- ii. Description of the resources available with him to carry out the proposed job.
- iii. Qualification and experience of key personnel proposed for carrying out the work.
- iv. Information regarding any litigation, current or during the last two years, in which the Bidder is involved, the parties concerned and the dispute and the disputed amount.

### **3. CLARIFICATION ON BID DOCUMENTS:**

The bidder may also visit to this office for any clarification on any working day. The firm is advised in its own interest to examine the bid documents, instructions, forms, terms & general information before submission of bid. Failure to provide information, which is essential to evaluate the bid or to provide the timely clarification or substantiation of the information supplied or submission of bid not substantially responsive to the bid document may result in disqualification.

### **4. AMENDMENTS TO BID DOCUMENT:**

At any time prior to the date for submission of bid as well as up to opening of bids, DHBVN may for any reason, whether of its own or by way of clarification given at the request of prospective bidder, modify the bid document by issue of amendment (s) which shall form part of it. Extension in the due date, if considered necessary, may be made by the DHBVN.

### **5. DEVIATION FROM BID DOCUMENTS:**

The bid offer must include a separate statement indicating all deviation from the bid documents as per format enclosed at **Annexure-'A'**. All such deviations shall be clearly mentioned in deviation sheet. Unless the deviations from the bid documents are specifically mentioned, it will be understood and agreed that the proposal is in strict conformity to DHBVN's specifications in all respect and it will be assumed that all terms & conditions are acceptable to the bidder. These deviations may or may not be accepted by DHBVN and in case the deviations as proposed by the bidder are not accepted by DHBVN the bidder will have the option either to withdraw the deviation or to withdraw the offer. In case the deviations proposed are not accepted by DHBVN and the same are not withdrawn by the bidder, the bidder shall be considered as 'not qualified' for the bid.

### **6. FILLING OF BIDS:**

- a.) Bid shall be submitted in the forms attached hereto and all blanks shall be duly filled in. The complete Form & Annexure shall be considered as part of contract documents in the case of successful bid.
- b.) No alteration should be made to Form of the tender specification and Annexure. The bid must comply entirely with the specification and alternative proposals, if any, shall be clearly stated in the covering letter.
- c.) The bid and all accompanying documents shall be in Hindi/English language and shall be signed by a responsible and authorized person. The name designation and authority of signatory shall be stated in the bid.
- d.) Tenders should be filled in only with ink or typed. No bid filled in by pencil or otherwise shall be considered.
- e.) All additions, alterations and over writings in the bid must be clearly initialed by the signatory to the bid with stamp.

- f.) The bidder should quote the prices strictly in the manner as indicated herein, failing which the bid is liable for rejection. The rate/prices shall be in words as well as in figures. This must not contain any additions, alternation, overwriting, cuttings over corrections and any other marking, which leave any room for doubt. In case any doubt, the prices/ rates favorable to DHBVN shall be considered.
- g.) The contract awarding authority will not be responsible to accept any cost involved in the preparation and submission of the bids.

## **7. DOCUMENTS COMPRISING THE BID:**

**7.1** The bidder shall submit the following document/information with the bid:

- ❖ Power of Attorney in favour of person signing the tender documents.
- ❖ Documents required for eligibility criteria.
- ❖ Statement of deviations from the bid documents as per **Annexure-'A'**.
- ❖ Details in format.
- ❖ Copy of the agreement between the bidder and his collaborators or associates, if any.
- ❖ Price schedule & Earnest Money (through Debit card or RTGS/NEFT or Net banking.)
- ❖ Other details as called-for in the bid documents or which the bidder may like to highlight.
- ❖ Online Payment for the cost of tender documents.

### **7.2 FORMATS AND SIGNING OF BID:**

The bidder shall submit/upload one set of his bid, complete in all respect with enclosures. The bid shall be signed on each page (including where entries or amendments have been made) by the authorized signatory and shall be stamped with seal of company/firm.

## **8. BID VALIDITY:**

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

## **9. EARNEST MONEY:**

The earnest money shall be deposited online by the contractor through Debit card or RTGS/NEFT or Net banking. The same shall be refunded after completion of contractual liability.

## **10. LATE BIDS:**

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

## **11. BID OPENING AND VALUATION:**

DHBVN will open the bids in the office of CHIEF ACCOUNTS OFFICER, DHBVN, Vidyut Sadan, Vidyut Nagar, Hisar in the presence of bidders or their authorized representatives. If the

opening date happens to be a holiday, the bids will be opened on the next working day at the same place and time, unless notified otherwise.

**12. REJECTION OF BID:**

DHBVN reserves the right to reject or accept any Bid without assigning any reason thereof. However, the bid as under shall not be accepted and such bids shall be rejected, if received: -

- a. Bid submitted by the tenderers/firms/agencies, who have been black listed or with whom business dealing have been suspended by any of the State Electricity Boards/Electrical Undertakings. The bidder shall have to submit an undertaking in this regard.
- b. The bid not accompanied by the specified amount of earnest money.
- c. The bid received after due date and time fixed for receiving the bid.

**13. CLARIFICATION OR MODIFICATION OF BIDS:**

To assist in examination, valuation and comparison of bids, DHBVN may ask the Bidders individually for clarification in writing. No change in the substances of the bid shall be permitted except as required to confirm the correction of any typographical error.

**14. AWARD CRITERIA:**

DHBVN will award the contract to successful Bidder whose Bid is determined to be substantially responsive and is determined as the lowest evaluated Bid.

**15. NOTIFICATION OF AWARD:**

Prior to the expiration of the period of Bid validity and extended validity period, if any, DHBVN will notify the successful bidder in writing by registered letter or by cable or Telex or Fax, that its Bid has been accepted.

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

**16. GENERAL:**

- a. In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretations as may be advantageous to DHBVN may be taken, if satisfactory clarification is not furnished within the prescribed period.
- b. DHBVN will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or delivery of bids.
- c. DHBVN reserves the right to amend the scope of the proposed contract, reject or accept any bid, cancel the bid process and reject all applications, vary the area.
- d. DHBVN shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of the above actions.



## Format for Technical Bid submission

To

---

---

---

**Sub: Appointment of Professional Firm/Consultants for implementation of Indian Accounting Standards (Ind-As)**

Dear Sir,

This is with reference to your office tender bearing No. \_\_\_\_\_ on subject cited above.

In response to the above tender, particulars are given as under:-

### PARTICULARS OF THE BIDDER

1.	Name of the firm.	
2.	Postal address.	
3.	Telephone No.	
4.	Fax No.	
5.	Email address.	
6.	Type of organization: (Tick ✓)	<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture Copy placed at page _____
7.	Date of commencement of business.	

8.	Name of proprietor/Partners/ Directors and their detail Bio-data.	Page _____ to _____ page
9.	Details of offices other than H.O./Controlling office and other infrastructure available.	Page _____ to _____ page
10	List of clients' along with their addresses and contact telephone. Fax Nos. and type of services offered and/or being offered to them.  a) Electricity Companies/ Board. b) Others.	Page _____ to _____ page  Page _____ to _____ page
11.	Balance sheet and P&L Accounts of past 3 financial years.	Page _____ to _____ page
12.	Letters/certificates for successful completion of work from Electricity Companies/Board/other.	Page _____ to _____ page
13.	Details of any collaboration/tie up with Indian/Overseas Agency/Organization.	Page _____ to _____ page
14.	Any other additional information/certificate.	Page _____ to _____ page
15.	Details of work force with the agency.	Page _____ to _____ page
16.	Other documents (to be specified)	Page _____ to _____ page

**Seal & signature**

**Format for Price Bid submission**

To

---

---

---

**Sub: Appointment of Professional Firm/Consultants for implementation of Indian Accounting Standards (Ind-As).**

Dear Sir,

This is with reference to your office tender bearing No. \_\_\_\_\_ for subject cited above. In response to the above tender, the financial offer of our firm is given as under:-

Sr. No.	Description of Job	Total price (inclusive all statutory levies/taxes)
1	Appointment of Professional Firm/Consultants for implementation of Indian Accounting Standards (Ind-As) for the FY 2019-20 & FY 2020-21.	

GST shall be paid extra.

## **IMPORTANT INSTRUCTIONS TO BIDDERS FOR E-TENDER:-**

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

### **1. Registration of bidders on e-Procurement Portal:-**

All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e - Procurement Portal i.e. <https://etenders.hry.nic.in>. Please visit the website for more details.

### **2. Obtaining a Digital Certificate:-**

- 2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in>.
- 2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:
- 2.4 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

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

### **3. Opening of an Electronic Payment Account:**

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

### **4. Pre-requisites for online bidding:**

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

### **5. Online Viewing of Detailed Notice Inviting Tenders:**

The bidders can view the detailed NIT and the time schedule (Key Dates) for all the tenders floated through the single portal e-procurement system on the Home Page at <https://etenders.hry.nic.in>.

### **6. Download of Tender Documents:**

The tender documents can be downloaded free of cost from the e-Procurement portal <https://etenders.hry.nic.in>.

## 7. **Key Dates:**

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

## 8. **Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, e-Service fee, EMD fees and Submission of Bid Seal (Hash) of online Bids:**

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

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

8.2 The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, and all other terms and conditions except the rates (price bid). The bidders shall quote the prices in price bid format.

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

### **NOTE:-**

- (A) If bidder fails to complete the Online Bid Preparation & Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.
- (B) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>.
- (C) For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in> and click on the available link 'System Requirement' to download the file.

