



HARYANA VIDYUT PRASARAN NIGAM LIMITED

Regd Office: Shakti Bhawan, Sector-6, Panchkula

NOTICE INVITING TENDER

NIT No. 640/Sr.AO/A&R/HVPNL

Dated: 07.06.2013

Sealed tenders in two parts (i) Technical Bid and (ii) Price Bid are invited from reputed firms of Chartered Accountants/ Management Consultants having experience of preparation of Fixed Assets Registers and physical verification of assets for switching to ERP.

Tender Document can be downloaded from www.hvpn.gov.in and other tender details are available on the same website.

Sr. Accounts Officer/ A&R,
Room No. 414, Third Floor,
HVPNL, Shakti Bhawan, Sector-6,
Panchkula

HARYANA VIDYUT PRASARAN NIGAM LIMITED



Bidding document (NIT No.640/Ch-1/A&R/HVPNL, Dated 07.06.2013

**TERMS OF REFERENCE (TOR) FOR
ENGAGING THE SERVICES OF THE FIRM(S) OF
Chartered Accountants/
Management Consultants**

FOR

**Physical verification of Fixed Assets of HVPNL as on 31.03.2013
and submission of reports as per predefined templates for the
purpose of assigning the opening balances of the fixed assets as
on 01.04.2012 in the ERP being implemented in the organization
and assigning the assets in the templates as per ERP module
during the FY-2012-2013.**

LAST DATE OF SUBMISSION: 9th July, 2013 upto 12.00 Noon

PANCHKULA

Tender Cost Rs. 1000/-

INTRODUCTION

1.0 Haryana Vidyut Prasaran Nigam Limited came into existence on 14.08.98 after the restructuring of Haryana State Electricity Board into Haryana Power Generation Corporation Ltd. (HPGCL), Haryana Vidyut Prasaran Nigam Ltd. (HVPNL), Uttar Haryana Bijli Vitran Nigam Ltd. (UHBVNL) & Dakshin Haryana Bijli Vitran Nigam Ltd. (DHBVNL) under the Reform Programme.

2.0 Background:

Haryana Vidyut Prasaran Nigam Ltd. is a Govt. Company within the meaning of Section 617 of Companies Act, 1956. It is 100% owned Govt. of Haryana undertaking. Apart from requirements under the Companies Act, the business of the Company is regulated by Electricity Act, 2003 and other related legislations. The Company is in the business of transmission of electricity and has been declared State Transmission Utility by Govt. of Haryana under Section 39 of the Electricity Act, 2003. The Company is responsible for overall transmission utility system planning and coordination in the State of Haryana. The Company also performs State Load Dispatch function at present. Apart from State Transmission utility, the Company is also a co-owner in generation assets of Bhakra Beas Management Board (Hydel Generation, HVPN share 872 MW) and Indraprasth Power Generation Corporation, New Delhi (Coal Fired Thermal Plant, HVPN share 62.5MW). In finance, Budget, Accounting & Internal Audit function, the Company has a legacy of procedures that are being followed in the Govt. Offices with suitable modification wherever necessary. At present, there are about 42 Accounting Units spread across the district headquarters/major towns of the State.

3.0 Objectives:

The main objectives of Haryana Vidyut Prasaran Nigam Limited (HVPNL) are:

- Planning, design, construction, erection and maintenance of transmission lines, sub-stations of voltage level 66KV & above and communication facilities and appurtenant works.
- To maintain an integrated and efficient power transmission system network.
- Wheeling of power in accordance with the policies, guidelines laid down by the State Government and Haryana Electricity Regularity Commission (HERC) from time to time.
- To achieve these objectives, it inter alia, performs the following functions of :-
- Monitoring and maintaining Grid discipline and resolve Grid issues.
- Resourcing funds for Plan implementation
- Augmenting and strengthening Power Transmission capability consistent with requirements.

- Acting as State Transmission Utility.
- Ensuring adequate, safe and economical transmission of electricity with regard to quality, availability and reliability of services.

4.0 Accounting Units:

HVPNL owns & operates the following Accounting Units in the state:

1	TS Divn. Narwana cum world bank
2	TS Divn Bhiwani cum world bank
3	TS Divn Ambala cum world bank
4	TS Divn Karnal cum world bank
5	Civil Works Division Karnal cum world bank.
6	TS Divn Kurukshetra cum world bank.
7	TS Divn Panipat cum world bank.
8	TS Divn Rohtak cum world bank
9	Civil Works Divn. Gurgaon cum world bank
10	Civil Works Divn.Colony Panchkula cum world bank.
11	M&P Cum Carrier, Hisar.
12	M&P cum CC Division Panipat.
13	M&P Cum Carrier Faridabad.
14	M&P Cum Carrier Dhulkote.
15	M&P Cum Carrier, Gurgaon
16	SLDC Division, Panipat.
17	S&D Workshop Dhulkote
18	A.O. EAD, Panchkula.
19	A.O. Pay & Accounts,Panchkula.
20	A.O. Banking Drawing, Panchkula cum world bank.
21	A.O. Cash, Panchkula.
22	Sr A.O. /MM, HVPNL, Panchkula cum world bank
23	Sr A.O./ Tariff, HVPNL, Panchkula.
24	A.O. Repayments cell HVPNL Panchkula cum world bank
25	Xen /M&P- Cum - carrier, Rohtak.
26	Xen /TS Divn. Hisar cum world bank.
27	Xen /TS Divn. Sirsa cum world bank.
28	Xen /Civil Works Hisar cum world bank
29	Xen /TS Divn. Faridabad cum world bank
30	Xen /TS Divn. Rewari cum world bank
31	Xen /TS Divn. Gurgaon cum world bank
32	Xen/civil maintenance Rohtak cum world bank
33	Steel Structure Workshop Assan Panipat
34	PTRW Ballabgarh
35	Xen/TS Divn. Madanpur cum world bank
36	Xen/TS Divn. Palwal cum world bank
37	Xen/Ts Divn. Manesar cum world bank
38	Xen/Ts Divn. Yamunanagar cum world bank
39	T.S. Divn. Kaithal cum world bank
40	Xen/Civil Works, HVPNL, Faridabad cum world bank
41	Xen/Civil Division, HVPNL, Rewari cum world bank
42	Xen/Civil Works Divn, Sonapat cum world bank

The above Accounting Units includes approx. 375 Sub-stations of different voltage & transmission lines spread all over Haryana. Out of these, 7 Sub-stations are of 400 KV, 56 Sub-stations are of 220 KV, 170 Sub-stations are of 132 KV and 122 Sub-stations are of 66 KV. The fixed assets of the company are scattered all over Haryana.

Haryana Vidyut Prasaran Nigam Ltd. (HVPNL) proposes to engage the services of reputed firms of Chartered Accountants/ Management Consultants, having Techno Commercial experience of Physical verification of Fixed Assets and preparation of the fixed assets Register. Total work upto FY-2012-13 is to be completed in a period of six months from the date of issue of letter of intent, as per scope of work detailed under Section-II.

SECTION-I

1.0 INSTRUCTIONS TO BIDDERS

- 1.1 Bidders are required to furnish the desired information and documents as are required in this document in English.
- 1.2 The Bid document should be typed out or filled in ink.
- 1.3 Any cutting/ over-writing in the proposal or in the document must be avoided. If unavoidable, it should be signed by the signatory authorized to sign the tender document.
- 1.4 The downloaded document from HVPNL website must accompany a Demand Draft of Rs. 1000/- in favour of Accounts Officer/Cash, HVPNL, Panchkula payable at Panchkula towards the cost of document. The tender document is not transferable.
- 1.5 The Bid documents must be submitted in the following manner:
 - a) The bid document must accompany an earnest money deposit of **Rs.50,000/-(Rs. Fifty thousand only)** in the form of **Demand Draft/ Pay Order** in favour of Accounts Officer/Cash, HVPNL, Panchkula payable at Panchkula, placed in a separate sealed envelope superscribed as '**BID EARNEST MONEY**' on top of the envelope. The technical bid / offer must be furnished in three sets, placed in a separate sealed cover super scribed as '**Technical Bid**' on the top of the envelope. Technical Bid shall be filled **in the performa attached with Section-III**
 - b) The price bid be quoted in two sets & placed in a separate sealed cover clearly marked as '**PRICE BID**' on top of the envelope. Price Bid shall be filled **in the performa attached with Section-III** Price bid of the Bidders found eligible on the basis of evaluation of technical bids and short-listed will be opened on the date to be notified separately to qualified bidders. Representative of Qualified Bidders who wish to be present may attend such opening of the price bid
 - c) The sealed envelopes as above are put in one single packet / envelope sealed and clearly superscribed as '**Physical verification of Fixed Assets of HVPNL as on 31.03.2013 and submission of reports as per predefined templates for the purpose of assigning the opening balances of the fixed assets as on 01.04.2012 in the ERP being implemented in the organization and assigning the assets in the templates as per ERP module during the FY-2012-2013.**' The Name, address, e-mail address and telephone numbers of the Bidder and mobile numbers of authorized firm are clearly written on the envelope.
 - d) Tender documents shall be submitted at the following address on or before 9th July 2013 by 12.00 Noon in the name of Sr. A.O./A&R, Room No. 414, third Floor, Shakti-Bhawan, Sector-6, Panchkula Haryana. HVPNL may, at its discretion, extend the time & date for the submission of the Bid documents.
 - e) Each inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" or "rejected".
 - f) If the outer envelope is not sealed and marked as required by para 1.5 (c) above, the owner will assume no responsibility for the Bid's misplacement or premature opening.
- 1.6 Any document received after the specified date and time will not be considered. HVPNL will retain these documents submitted by the Bidder. HVPNL takes no responsibility for the delay, loss or non-receipt of documents sent by post/courier/or by any other means.

- 1.7 The document other than the price bid submitted by due date and time as above will be opened at **3.00 PM** on **9th July, 2013** in **Sr.AO/A&R** office. Representative of Bidders who wish to be present may attend such opening of the technical bid.
- 1.8 HVPNL reserves the rights to modify the document by issuing amendment/clarifications before the due date. Such amendment(s)/clarification(s) will be given on the website www.hvsn.gov.in As such, concerned bidder may remain in touch of the official website of the HVPNL for any amendment(s)/clarification(s) if any. In such an eventuality, if it so arises, the HVPNL may allow time to Bidders to modify their offers, if bid has been submitted. If any bidder desires any clarification before finalizing bid on the bid document, such request in writing must be received by the HVPNL latest by 15th June, 2013. The request received after 15th June, 2013 will not be entertained. Since the Fixed Assets Register for the period ending 31st March, 2013 is under preparation. However, if any bidder is interested to inspect the Fixed Asset register, he may inspect the Fixed Assets register of the company for the period ending 31st March,2012
- 1.9 **Pre bid meeting:** - HVPNL at its discretion may arrange a pre bid meeting, the date & time of which shall be intimated separately to participating bidders.
- 1.10 The tenderers must invariably indicate that the proposal is **FIRM** and that it will remain valid for a period of not less than **90 days** from the date of opening of the price bid.
- 1.11 The bids can be rejected if:
- It is not received on or before the due date & time or not accompanied with the required documents & schedules.
 - Bid is not accompanied with the earnest money indicated above .
 - Downloaded Bid Document is not accompanied with the amount of Rs.1000/- towards cost of tender document.
 - Proposal is not a firm price proposal.
 - Proposal is not valid for the requisite time period.
 - It is received in joint-venture .
- 1.12 HVPNL reserves the right to reject any proposal if:
- A material mis-representation is made or discovered, or
 - The Bidder does not respond to HVPNL asking for supplementary information required for the evaluation of the proposal within the given time period.
 - A material mis-representation is one that,
 - If accepted, would:
 - affect in any substantial way the scope, quality or performance of the work specified in the Contract; or
 - limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 1.13 In the event of the Bidder not responding to further information/ clarifications as may be required for the finalization of the bid, the HVPNL reserves the right to reject the bid and to forfeit the earnest money furnished by such Bidders.
- 1.14 After opening of the bids and till finalization, HVPNL will not enter into any correspondence with the bidders except for any clarification sought by HVPNL.

- 1.15 The authorized representative must sign & stamp each page of the proposal.
- 1.16 The technical bid and price bid should be marked with page numbers and total number of pages should be mentioned in the upper right corner of the front page of the each bid (Technical bid & price bid).
- 1.17 Submission of Correct Bid proposal is the Bidder's responsibility. There will be no consideration for errors and omissions on part of the bidders.
- 1.18 It is clarified that HVPNL is under no obligation to select any tendered firm of Chartered Accountants/Management Consultants, or to assign reasons for selecting or rejecting any particular tenderer firm.

1.19 ELIGIBILITY & QUALIFICATION CRITERIA

The Firm/Institution intending to bid for the above mentioned tasks should fulfill the following eligibility criteria (satisfactory evidence to be provided by the firms/**institutions**):

Qualification Requirement (QR) for the participating firm(s):

Sr. No.	Particulars	Qualifying Criteria
1.	Minimum experience in practice of the firm of Chartered Accountants/ Management consultants.	Ten years.
2.	Nature of Experience	Statutory Audit / Management Audit/ Concurrent Audit/ Internal audit/ External Audit of Accounts/Records/ Preparation of Fixed Assets Registers/ Physical Verification of Assets
3.	Number of Companies audited in the last five years as Statutory Auditor/Internal Auditor.	At least ten Companies. Out of which the turnover of at least two Companies should be equal to or more than Rs. 100 croes. Also amongst the ten audits, atleast one audit must be of a Power Sector Company as Statutory Auditor or Internal Auditor.
4.	Average turnover of the firm for the last three years i.e upto 31.03.2012	Rupees sixty lakh

Submission of bid: - Bid should be submitted as per followings:

- a) The Bid should strictly be filled in prescribed format, which is available as Section- III.
- b) The bidder is required to submit for Technical bid and price bid duly signed in separate envelopes.
- c) Relevant documents / details regarding proof of eligibility are also to be furnished.

1.20 BID OPENING DATES:

- a) The first part (Technical Bid) shall be opened on 9th July, 2013 at 3.00

PM. The bids shall be evaluated by the Company.

- b) Price bid of the Bidders found eligible on the basis of evaluation of technical bids will be opened on the date to be notified separately to qualified bidders. Representative of Qualified Bidders who wish to be present may attend such opening of the price bid

The bidders whose quoted rates/price including all taxes and duties is found to be lowest shall be considered for the award of the assignment.

1.21 AWARD CRITERIA

The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding document, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.

1.22 NOTIFICATION OF AWARD

Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification of the award will constitute the formation of the Contract. Upon the successful Bidders's furnishing performance guarantee/security deposite pursuant to clause 1.4(8) Section-II, the owner will promptly notify each unsuccessful bidder and will discharge its bid security/Earnest Money Deposit.

SECTION - II

1.1 SCOPE OF WORK

The Scope of the work is as under:-

1. At present Fixed Asset Register in ledger form up to 31.03.2013 is available. Preparation and updating of Fixed Assets Ledger in ledger form as per requirements of Companies Act -1956, Accounting Standards and other applicable act for Transmission of Electricity w.e.f. 15.08.1998 to 31.3.2013 showing separately addition, deletion and depreciation in respect of land and building, Hydraulic works, other civil works, Plant & Machinery, Cables & Network, vehicles, Furniture & fixtures and Office equipment etc. and their further division station-wise or other suitable basis showing their locations and custodian offices.
2. Alignment of existing Account codes as per chart of the Account to be prepared as per ERP module among Fixed Assets, Capital work in Progress, Assets not in use, Depreciation, accumulated depreciation, and repair & maintenance and any other account codes if need amendment in the alignment with ERP system.
3. Physical verification of each fixed asset of HVPNL w.r.t Fixed Asset Register as on 31.03.2013 scattered all over Haryana.
4. Collection of data in respect of each Assets as per templates (Annexure-A) finalized by M/s. Satyam (SI) for development of ERP Solution in the Department
5. submission of reports as per predefined templates (Annexure-A) finalized by M/s Satyam for the purpose of assigning the opening balances of the fixed assets as on 01.04.2012 in the ERP being implemented in the organization
6. Reconciliation of asset base (value and number wise) with that appearing in the Fixed Asset Register as on 31.03.2013 and to submit report of differences.
7. Affixing of codes of each asset on the assets on the spot as on 31.03.2013, the codes shall be finalized by the successful bidder in consultation with M/s Satyam (SI) & Core Users.
8. Mapping of the data available in the present Fixed Asset Register of the company as on 31.03.2013 in the templates to be provided by M/S Satyam.
9. Reconciliation of the excess and shortages found during the physical verification of the fixed assets with that appearing in the existing Fixed Assets Register being maintained by the company as on 31.03.2013 and suitable adjustment thereof.
10. Holding of meeting at regular intervals with M/s Satyam (SI) and Core-Users for the development of the completion of assignment in scheduled time.

a. Tenure of Assignment: -

The assignment shall be the Physical verification of each fixed asset of HVPNL as on 31.03.2013 and compilation of the data in the templates separately in respect of data upto 31.3.2013 and then assigning the assets in the templates as per ERP module during the FY-2012-2013.

The Assignment shall be implemented in accordance with the Scope of Work as above. The time schedule for the completion of works as defined in the Scope of Work shall be as under:

Within six (6) months from the date of issue of letter of Intent:

1. At present Fixed Asset Register in ledger form up to 31.03.2013 is available. Preparation and updating of Fixed Assets Ledger in ledger form as per requirements of Companies Act -1956, Accounting Standards and other applicable act for Transmission of Electricity w.e.f. 15.08.1998 to 31.3.2013 showing separately addition, deletion and depreciation in respect of land and building, Hydraulic works, other civil works, Plant & Machinery, Cables & Network, vehicles, Furniture & fixtures and Office equipment etc. and their further division station-wise or other suitable basis showing their locations and custodian offices.
2. Alignment of existing Account codes as per chart of the Account to be prepared as per ERP module among Fixed Assets, Capital work in Progress, Assets not in use, Depreciation, accumulated depreciation, and repair & maintenance and any other account codes if need amendment in the alignment with ERP system.
3. Physical verification of each fixed asset of HVPNL w.r.t Fixed Asset Register as on 31.03.2013 scattered all over Haryana.
4. Collection of data in respect of each Assets as per templates (Annexure-A) finalized by M/s. Satyam (SI) for development of ERP Solution in the Department
5. submission of reports as per predefined templates (Annexure-A) finalized by M/s Satyam for the purpose of assigning the opening balances of the fixed assets as on 01.04.2012 in the ERP being implemented in the organization
6. Reconciliation of asset base (value and number wise) with that appearing in the Fixed Asset Register as on 31.03.2013 and to submit report of differences.
7. Affixing of codes of each asset on the assets on the spot as on 31.03.2013, the codes shall be finalized by the successful bidder in consultation with M/s Satyam (SI) & Core Users.

8. Mapping of the data available in the present Fixed Asset Register of the company as on 31.03.2013 in the templates to be provided by M/S Satyam.
9. Reconciliation of the excess and shortages found during the physical verification of the fixed assets with that appearing in the existing Fixed Assets Register being maintained by the company as on 31.03.2013 and suitable adjustment thereof.
10. Holding of meeting at regular intervals with M/s Satyam (SI) and Core-Users for the development of the completion of assignment in scheduled time.

1.2 Deliverables: -

The consultants are required to submit the specific deliverables (Fixed Assets Register, Physical Verification Reports etc. within stipulated period , as required during contract period. For the work, the firm is required to deploy personnel with adequate experience in the respective area, for continuous interaction with management for the period of consultancy. The firm should endeavour that all documents are computerised and editable/reproducible. The firm shall ensure that any information, data, and studies pertaining to assignment and collected from HVPNL, shall not be provided / passed to any third party without prior consent / approval of HVPNL.

1.3 Teams to be deployed for the assignment after issue of letter of intent:

The successful bidder shall form and depute ten teams for the assignment comprising of personnel having the following minimum qualification and experience:

Sr. No.	Particulars	Minimum Qualification	Minimum Experience	Area of experience
1.	Team Leader	Chartered Accountant/Cost Accountant/Master of Business Administration	Three years	Statutory Audit / Management Audit/ Concurrent Audit/ Internal audit/ External Audit of Accounts/Records/ Preparation of Fixed Assets Registers/ Physical Verification of Assets
2	Technical Assistant	B.Tech./B.E. (Electrical)	Fifteen years	Electricity Industry
3	Support Staff (three Nos.)	Graduate from any stream preferably Commerce Graduate	One year	Basic knowledge of MS Office, Book Keeping

The supporting documents in reference of the qualification and experience of the team members shall be supplied to HVPNL.

1.4 Commercial Conditions of the proposal:-

- (1) **Counter Part Arrangements: -** The bidders are required to provide their services at HVPNL Project Locations and at Panchkula. As a counterpart arrangement, the concerned officers shall be designated for providing the

requisite data & inputs for the proposed assignment. The bidders shall be provided with the accommodation facility on chargeable basis at the Projects only (if available). All other requirements shall be borne by the consultants.

- (2) **Letter of Intent:** - Acceptance of a Bid Proposal by HVPNL shall be communicated by the issue of a letter of Intent (the "Letter of Intent").
- (3) **Acceptance of Letter of Intent and Agreement:** - On issuance of LOI, the contract shall come into force. However, the successful bidder shall return a duly signed copy of the LOI and shall also enter into the Contract Agreement with HVPNL within 15 days from the date of issue of LOI, on a non-judicial stamp paper of requisite value with Sr. Accounts Officer/A&R, HVPNL, Panchkula. The stamp duty is to be borne by the bidder. The bidder shall also furnish security deposits along with the contract agreement and shall be kept in full force and effect for the full term of the Contract Agreement which shall be valid till 180 days after due date of completion of contract
- (5) **Earnest Money Deposit:** The Consultant shall be required to submit fixed Earnest Money of Rs. 50,000/- (Rupees Fifty thousand only) in the form of demand draft favouring Accounts Officer/Cash, HVPNL, Panchkula payable at Panchkula' along with the tender, which shall be adjusted in the security deposit. If the Earnest money is not submitted with the proposal or is not found in order, the Technical proposal will not be opened and the bid shall be rejected.
- (6) **Commencement date:** The date of commencement of work shall be from the date of issue of letter of intent.
- (7) **Contract Agreement:** - The successful bidder has to enter in to the contract agreement on NJSP of requisite value. The stamp duty shall be borne by the Bidder.
- (8) **Security Deposit:** - The successful Bidder shall furnish the security deposit equivalent to 10% of the value of the contract by way of Performance Bank guarantee. The same will be released after satisfactory completion of the contract. The Performa of Performance Bank guarantee is enclosed. The performance bank guarantee should be valid till 180 days after due date of completion of contract
- (9) **Payment Terms:** - 20% payment of the total value of the work shall be made after the period of two months on the submission of Physical verification report of Fixed Assets of at least ten TS Divisions and balance amount shall be paid after the completion of assignment in all respect, the firm shall raise invoices along with the details of deliverables to the office of Chief Accounts Officer, HVPNL, Panchkula. After verification of the invoices, the payment shall be released by the office of CAO, HVPNL, Panchkula within one month. Statutory deductions i.e. income tax as per Income Tax Act applicable or other taxes are deductible from the consideration payable by the Employer to the Consultants, the Employer shall be entitled to deduct such taxes and pay the net amount to the Consultants.
- (10) **ASSIGNMENT:** - The firm shall not assign or transfer the Contract Agreement, in whole or in part, to any other consultant or any other party.
- (11) **FORCE MAJEURE** If the firm or HVPNL are prevented from performing any of its obligations under the Contract Agreement due to causes such as fire, Acts of God, or elements, embargoes, governmental orders, both the parties to the contract shall be excused from the non-performance of their obligations during

the period that such cause continues to exist and both the parties shall be kept harmless, however, the period allowed for performance of the contract shall be extended by the period equivalent to force majeure period.

- (12) **INDEMNITY** If, for any reason or resulting from any cause whatsoever, any statement, representation or warranty set forth in the Bid Proposal and Contract Agreement is found to have been materially incorrect or untrue when made, in breach or fails to prove to be true, the bidder shall be fully liable to any and all liability, damage, any third party claims, costs and expenses including legal fees arising from such misrepresentation, breach or incorrect statement. The Firm shall indemnify and keep indemnified the Employer fully and hold harmless against any and all liabilities, costs, expenses including legal fees, third party claims of infringement of copyright, trade marks, trade names, patents and other intellectual property rights subsisting in or used in connection with the Assignment to Haryana Vidyut Prasaran Nigam Limited (HVPNL) including all documentation and manuals relating thereto including any original authorship of further developmental works or derivative works made. The bidder/ firm shall indemnify the Employer against all actions, suits, claims, demands, costs or expenses arising in connection with death or injuries suffered by persons employed by the Consultants under any applicable Law for the time being in force.
- (13) **COMPLIANCE WITH LAWS:** - The Bidder shall conform to and comply with all applicable Laws of the state or central government and / or any Legal Authority, bye-laws of the Employer and all other local authorities including without limitation to industrial and labour laws and tax laws.
- (14) **Penalties:** - In case of failure to complete the work in time as per scope of work, the consultants shall be levied the penalty @ 0.50% per week or part thereof of the total contract price subject to maximum of 10% of the total contract price subject to force majeure
- (15) **Arbitration:** - All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to any contract under these Regulations, whether or not obligations of either or both the Supplier and the Corporation under that contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purposed to be terminated or completed, shall be referred to the sole arbitration of MD, HVPNL or an officer appointed by MD,HVPNL or an officer appointed by MD, HVPNL as his nominee. The award of the Arbitrator shall be final and binding on both the parties to the contract.
- The objection that the Arbitrator has to deal with 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 or difference, shall not be considered as a valid objection.
- The Arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award. The venue of the arbitration shall be the place from where the acceptance of offer is issued or such other place as the Arbitrator, in his discretion, may determine.
- All arbitration proceedings under this Regulation shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and the Rule there under, with any statutory modifications thereof for the time being in force.
- (16) **Jurisdiction of Courts:** - The courts at Panchkula shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.
- (17) **Termination of Agreement:** - If the work entrusted is not proper and to the satisfaction of HVPNL and if the work of the Bidder continues to be unsatisfactory, the agreement shall be terminated by HVPNL by giving 10 days notice at any time during subsistence of this agreement. The same will be entrusted to another firm and the extra expenditure incurred by the HVPNL will have to be borne by the Bidder/ Firm. Security deposited by the firms shall also

stand forfeited.

- (18) **Negligence & Risk Coverage:** - If the Bidder/ Firm contravenes the provisions of this contract or fails to provide efficient services or refuses to comply with any reasonable order given in writing by the Controlling officer of the Employer or his authorized representatives, a notice of one week shall be served upon him to correct himself and to execute this contract in true spirit. If a Bidder/ Firm fails to take notice of such notice served upon him, the Employer shall be at liberty to take the work wholly or in part, out of the Bidder/ Firm hands and re-contract with any other person(s) at the cost of the Bidder/ Firm. Any extra expenditure incurred by the Employer on such re-contracting shall also be recoverable from the agency, in addition to the HVPNL right or claim for liquidated damages. It shall also be lawful for the HVPNL to forfeit either in whole or in part, in its absolute discretion, the security deposit furnished by the Bidder/ Firm. Forfeiture of the security deposit shall be without prejudice to the right of the HVPNL to recover any further amount of any liquidated and / or other damages to the maximum of 10% of the total value of the contract, undue payment or overpayment made to the Bidder/ Firm under this contract or any other contract.
- (19) **CONFIDENTIALITY:** - The terms of the bid, Letter of Intents, Contract Agreement and all information disclosed by the Employer and obtained by the Bidder/ Firm in connection with the Assistance to Haryana Vidyut Prasaran Nigam Limited (HVPNL) shall remain the exclusive property of the Employer and shall not be disclosed by the Bidder/ Firm to any third party other than without the prior written consent of the Employer.
- (20) The language of the Contract Documents shall be English.
- (21) The laws that apply to the Contract are the laws of Union of India.
- (22) The currency of the Contract is Indian Rupees.

Section-III

TECHNICAL BID

TECHNICAL QUOTING SHEET

Description of work **Physical verification of Fixed Assets of HVPNL as on 31.03.2013 and submission of reports as per predefined templates for the purpose of assigning the opening balances of the fixed assets as on 01.04.2012 in the ERP being implemented in the organization and assigning the assets in the templates as per ERP module during the FY-2012-2013.**

Sr. No.	Particulars	
1.	Minimum experience in practice of the firm of Chartered Accountants/ Management consultants.	
2.	Nature of Experience (Detail to be furnished)	
3.	Number of Companies audited in the last five years as Statutory Auditor/Internal Auditor alongwith list of companies. Name of the power sector company as Statutory Auditor or Internal Auditor may be specifically mentioned.	
4.	Turnover of Companies audited by the Firm as Statutory/Internal Auditors	
5.	Average turnover of the firm for the last three years i.e upto 31.03.2012	

Note: - The bidders may refer to clause NO. 1.19 ELIGIBILITY & QUALIFICATION CRITERIA of Section 1.

The required documents may be attached in support of the above data.

PRICE BID

RATE QUOTING SHEET

Description of work **Physical verification of Fixed Assets of HVPNL as on 31.03.2013 and submission of reports as per predefined templates for the purpose of assigning the opening balances of the fixed assets as on 01.04.2012 in the ERP being implemented in the organization and assigning the assets in the templates as per ERP module during the FY-2012-2013.**

Amount of fees	Rates in Rupee (exclusive of Taxes and duties.)

Note: - Taxes and duties may be quoted extra

Proforma of Performance Bank Guarantee

Format of The Unconditional And Irrecoverable Performance Bank Guarantee For Faithful Execution of Contract

(To be executed on a non-judicial stamp paper of appropriate value as per the stamp duty laws, relevant to the place of execution)

In consideration of the [●] (Insert name of the Bidder) submitting the Bid for execution of work as defined in Scope of Work in response to the NIT [●] [Insert date of NIT] issued by HVPNL, HVPNL has issued the contract/purchase order/work order/letter of intent in favour of M/S [●] [Insert the name of the Bidder] as per the terms of the NIT, the [●] [Insert name and address of the bank issuing the Bid Bond, and address of the head office] (hereinafter referred to as “**Guarantor Bank**”) hereby agrees unequivocally, irrevocably and unconditionally to pay to HVPNL or its authorized representative at [●] forthwith on demand in writing from HVPNL or any representative authorized by it in this behalf an amount not exceeding INR [●] only, on behalf of M/s [●][Insert name of the Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including [●] [Insert date of validity of Performance Bank Guarantee in accordance with Clause 1.4 (8) of section II of the NIT] and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to INR [●] [insert amount in words] only. HVPNL or its authorized representative shall be entitled to invoke this Guarantee until [●] [Insert Date, which is 30 days after the date in the preceding sentence]. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from HVPNL or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to HVPNL or its authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without any restriction, demur, protest, reservation or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank shall not require HVPNL or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against HVPNL or its authorized representative in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at [●] shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly, HVPNL or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by HVPNL or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to HVPNL and may be assigned, in whole or in part, (whether absolutely or by way of security) by HVPNL to any entity to whom it is entitled to assign its rights and obligations under the NIT Documents.

The Guarantor Bank hereby agrees and acknowledges that HVPNL shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is

restricted to INR [●] and it shall remain in force until [●] [*Date to be inserted on the basis of Clause 1.4 (8) of section II of NIT*], with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if HVPNL or its authorized representative serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this [●] day of [●] at [●].

Witness:

1 [●]

Signature

Name and address.

Name:

Designation with Bank Stamp Signature

2 [●]

Signature

Name and address.

Name:

Designation with Bank Stamp Signature

Name and address

Attorney, as per power of attorney No. [●]

For: [●] [*Insert Name of the Bank*]

Banker's Stamp and Full Address:

Dated this [●] day of [●] 2013

Note: The Stamp Paper should be in the name of the Executing Bank.

Instructions for Furnishing Bank Guarantee

1. **The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable in the state in which the guarantee is executed, from where the purchase CONTRACT will be placed. The non-judicial stamp paper should be in name of the issuing bank.**
2. **Foreign parties are requested to execute bank guarantee as par laws in their country.**

DRAFT AGREEMENT

AGREEMENT FOR Physical verification of Fixed Assets of HVPNL as on 31.03.2013 and submission of reports as per predefined templates for the purpose of assigning the opening balances of the fixed assets as on 01.04.2012 in the ERP being implemented in the organization and assigning the assets in the templates as per ERP module during the FY-2012-2013 and other works as defined in the Scope of Work.

THIS Contract' AGREEMENT is made the _____ day of _____,

BETWEEN

- (1) _____(hereinafter called "the Firm"), a firm incorporated under the laws of _____ and having its principal place of business at _____
- (2) *Haryana Vidyut Prasaran Nigam Limited* (hereinafter called "the Employer"), a company incorporated under the Companies Act, 1956 and having its principal place of business at Shakti Bhawan, Sector-6, Panchkula .

WHEREAS the Employer desires to engage the reputed firms of Chartered Accountants/ Management Consultants having experience of preparation of Fixed Assets Registers and physical verification of assets of Public Sector Corporations preferably power sector Transmission/Distribution/Generation utilities, for Physical verification of Fixed Assets of HVPNL as on 31.03.2013 and submission of reports as per predefined templates for the purpose of assigning the opening balances of the fixed assets as on 01.04.2012 in the ERP being implemented in the organization and assigning the assets in the templates as per ERP module during the FY-2012-2013 under the Contract and the Firm has agreed to such engagement upon and subject to the terms and conditions herein after appearing.

- (3) In response of NIT bearing No. _____ dated. _____ of the employer, firm has submitted its tender/bid dated _____ which has been accepted by employer by issuing the work order/purchase order/letter of intent/contract resulting into the contract between the parties.

Both the Parties hereto are desirous of recording the terms and conditions in writing, which shall govern this Agreement.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

(1) Deposit of Security deposit

The firm will deposit the security within 15 days from the date of issue of letter of intent.

2. The address of the Employer for notice purposes is as under :

Chief Accounts officer/A&R
Shakti Bhawan, Sector-6.
Panchkula (Haryana) PIN Code: 134109
Telephone: 91-172-2565480 / 2583744
Electronic mail address: saoar@hvpn.gov.in

The address of the firm for notice purposes is as under:

3. SCOPE OF WORK

The Scope of the work under the Contract is as under:-

11. At present Fixed Asset Register in ledger form up to 31.03.2013 is available. Preparation and updating of Fixed Assets Ledger in ledger form as per requirements of Companies Act -1956, Accounting Standards and other applicable act for Transmission of Electricity w.e.f. 15.08.1998 to 31.3.2013 showing separately addition, deletion and depreciation in respect of land and

building, Hydraulic works, other civil works, Plant & Machinery, Cables & Network, vehicles, Furniture & fixtures and Office equipment etc. and their further division station-wise or other suitable basis showing their locations and custodian offices.

12. Alignment of existing Account codes as per chart of the Account to be prepared as per ERP module among Fixed Assets, Capital work in Progress, Assets not in use, Depreciation, accumulated depreciation, and repair & maintenance and any other account codes if need amendment in the alignment with ERP system.

13. Physical verification of each fixed asset of HVPNL w.r.t Fixed Asset Register as on 31.03.2013 scattered all over Haryana.

14. Collection of data in respect of each Assets as per templates (Annexure-A) finalized by M/s. Satyam (SI) for development of ERP Solution in the Department

15. submission of reports as per predefined templates (Annexure-A) finalized by M/s Satyam for the purpose of assigning the opening balances of the fixed assets as on 01.04.2012 in the ERP being implemented in the organization

16. Reconciliation of asset base (value and number wise) with that appearing in the Fixed Asset Register as on 31.03.2013 and to submit report of differences.

17. Affixing of codes of each asset on the assets on the spot as on 31.03.2013, the codes shall be finalized by the successful bidder in consultation with M/s Satyam (SI) & Core Users.

18. Mapping of the data available in the present Fixed Asset Register of the company as on 31.03.2013 in the templates to be provided by M/S Satyam.

19. Reconciliation of the excess and shortages found during the physical verification of the fixed assets with that appearing in the existing Fixed Assets Register being maintained by the company as on 31.03.2013 and suitable adjustment thereof.

20. Holding of meeting at regular intervals with M/s Satyam (SI) and Core-Users for the development of the completion of assignment in scheduled time.

4. **Contract Price** The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be as under:

5. **Time Schedule:**

The time schedule for the completion of works shall be within six month from the date of issue of letter of intent.

6 **Terms of Payment**

20% payment of the total value of the work shall be made after the period of two months on the submission of Physical verification report of Fixed Assets of at least ten TS Divisions and balance amount shall be paid after the completion of assignment in all respect, the firm shall raise invoices along with the details of deliverables to the office of Chief Accounts Officer, HVPNL, Panchkula. After verification of the invoices, the payment shall be released by the office of CAO, HVPNL, Panchkula within one month. Statutory deductions i.e. income tax as per Income Tax Act applicable or other taxes are deductible from the consideration payable by the Employer to the Consultants, the Employer shall be entitled to deduct such taxes and pay the net amount to the Consultants.

7. Performance Bank Guarantee

The _____(name of firm) have furnished an unconditional and irrevocable performance Bank Guarantee (PBG) for Rs. _____(in figures)- (Rs. _____ only) from _____(Name of scheduled bank) valid till 180 days after due date of completion of contract, payable on demand for due performance and fulfillment of contract by the _____(name of firm) .

In event of _____ (name of firm) being unable to service the contract for whatever reasons, which in the opinion of the employer is due to circumstances within the bidder's control, the employer may invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the employer under the Contract in the matter, the proceeds of the PBG shall be payable to employer as compensation for the bidder's failure to perform/comply with its obligations under the Contract.

8. **ASSIGNMENT:** - The firm shall not assign or transfer the Contract Agreement, in whole or in part, to any other consultant or any other party.
9. **FORCE MAJEURE** If the firm or HVPNL are prevented from performing any of its obligations under the Contract Agreement due to causes such as fire, Acts of God, or elements, embargoes, governmental orders, both the parties to the contract shall be excused from the non-performance of their obligations during the period that such cause continues to exist and both the parties shall be kept harmless, however, the period allowed for performance of the contract shall be extended by the period equivalent to force majeure period.
10. **INDEMNITY** If, for any reason or resulting from any cause whatsoever, any statement, representation or warranty set forth in the Bid Proposal and Contract Agreement is found to have been materially incorrect or untrue when made, in breach or fails to prove to be true, the bidder shall be fully liable to any and all liability, damage, any third party claims, costs and expenses including legal fees arising from such misrepresentation, breach or incorrect statement. The Firm shall indemnify and the keep indemnified the Employer fully and hold harmless against any and all liabilities, costs, expenses including legal fees, third party claims of infringement of copyright, trade marks, trade names, patents and other intellectual property rights subsisting in or used in connection with the Assignment to Haryana Vidyut Prasaran Nigam Limited (HVPNL) including all documentation and manuals relating thereto including any original authorship of further developmental works or derivative works made. The bidder/ firm shall indemnify the Employer against all actions, suits, claims, demands, costs or expenses arising in connection with death or injuries suffered by persons employed by the Consultants under any applicable Law for the time being in force.
11. **COMPLIANCE WITH LAWS:** - The Bidder shall conform to and comply with all applicable Laws of the state or central government and / or any Legal Authority, bye-laws of the Employer and all other local authorities including without limitation to industrial and labour laws and tax laws.
12. **Penalties:** - In case of failure to complete the work in time as per scope of work, the consultants shall be levied the penalty @ 0.50% per week or part thereof of the total contract price subject to maximum of 10% of the total contract price subject to force

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- 13. Arbitration:** - All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to any contract under these Regulations, whether or not obligations of either or both the Supplier and the Corporation under that contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the sole arbitration of MD, HVPNL or an officer appointed by MD,HVPNL as his nominee. The award of the Arbitrator shall be final and binding on both the parties to the contract.
- The objection that the Arbitrator has to deal with 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 or difference, shall not be considered as a valid objection.
- The Arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award. The venue of the 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.
- All arbitration proceedings under this Regulation shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and the Rule there under, with any statutory modifications thereof for the time being in force.
- 14. Jurisdiction of Courts:** - The courts at Panchkula shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.
- 15. Termination of Agreement:** - If the work entrusted is not properly executed and to the satisfaction of HVPNL and if the work of the Bidder continues to be unsatisfactory, the agreement may be terminated by HVPNL by giving 10 days notice at any time during subsistence of this agreement. The same may be entrusted to another firm and the extra expenditure incurred by the HVPNL will have to be borne by the Bidder/ Firm. Security deposited by the firms shall also stand forfeited.
- 16. Negligence & Risk Coverage:** - If the Bidder/ Firm contravenes the provisions of this contract or fails to provide efficient services or refuses to comply with any reasonable order given in writing by the Controlling officer of the Employer or his authorized representatives, a one week notice shall be served upon him to correct himself and to execute this contract in true spirit. If a Bidder/ Firm fails to take notice of such notice served upon him, the Employer shall be at liberty to take the work wholly or in part, out of the Bidder/ Firm hands and re-contract with any other person(s) at the cost of the Bidder/ Firm. Any extra expenditure incurred by the Employer on such re-contracting shall also be recoverable from the agency, in addition to the HVPNL right or claim for liquidated damages. It shall also be lawful for the HVPNL to forfeit either in whole or in part, in its absolute discretion, the security deposit furnished by the Bidder/ Firm. Forfeiture of the security deposit shall be without prejudice to the right of the HVPNL to recover any further amount of any liquidated and / or other damages to the maximum of 10% of the total value of the contract, undue payment or overpayment made to the Bidder/ Firm under this contract or any other contract.
- 17. CONFIDENTIALITY:** - The terms of the bid, Letter of Intents, Contract Agreement and all information disclosed by the Employer and obtained by the Bidder/ Firm in connection with the Assistance to Haryana Vidyut Prasaran Nigam Limited(HVPNL) shall remain the exclusive property of the Employer and shall not be disclosed by the Bidder/ Firm to any third party other than without the prior written consent of the Employer.
- 18. Headings-**The headings used in this Agreement are merely indicative and shall not in any way guide or restrict the interpretation of the provisions contained herein.
- 19. References-**In this Agreement, references to the singular shall include the plural and vice-versa.
- 20. Governing Law of the Agreement-**This Agreement shall be governed and construed in accordance with the laws of India.
- 21.** The currency of the Contract is Indian Rupees.
- 22.** The language of the Contract Documents shall be English.

IN WITNESS WHEREOF the Employer and the firm have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by, for and on behalf of the Employer

[Signature]

[Title]

in the presence of _____

Signed by, for and on behalf of the Firm

[Signature]

[Title]

in the presence of ____