



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/6109873
Dated/दिनांक : 04-04-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-04-2025 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	15-04-2025 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	75 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	Chandigarh
क्रेता ईमेल/Buyer Email	aeestore-chd@chd.nic.in
Item Category/मद केटेगरी	Manpower Hiring for Financial Services - Onsite; Chartered Accountant
Contract Period/अनुबंध अवधि	3 Month(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	50 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days
Estimated Bid Value/अनुमानित बिड मूल्य	1790768
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	36000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	15

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Executive Engineer

The Executive Engineer, Electy OP Division No. 2-cum-SLDC, BBMB Complex, I/Area Ph-1, U.T. Chandigarh.
(Uma Kant Patel)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

The Bidder must have successfully executed at least XX projects of any value in past 3 years of providing similar services to Central/State Government, PSUs or any other government organizations:NA

The Bidder must have successfully executed at least YY projects of any value in past 3 years of providing similar services for at least ZZ different clients(Central/State Government, PSUs or any other government):Three similar works amounting to Rs. 40% of bid value (Rs. 7,16,308/-).

OR

Two similar works amounting to Rs. 60% of bid value (Rs. 10,74,461/-).

OR

One similar works amounting to Rs. 80% of bid value (Rs. 14,32,615 /-).

Service provider must have a dedicated team of required manpower of XX for the projectNA

Scope of Work:[1743676156.pdf](#)

Manpower Hiring For Financial Services - Onsite; Chartered Accountant (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Deployment Location	Onsite
Type of Professional/Resources required	Chartered Accountant
Certifications of Professional/Resources required	CA firm having experience as per ATC
Qualification of Professional/Resources required	CA
Total Experience of Professionals / Resources (In years)	CA firm having experience as per ATC
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of manpower deployed	Additional Requirement/अतिरिक्त आवश्यकता
1	Raj Kumar	160002,Assistant Executive Engineer, Electy. Store Sub Division, NPH, Industrial Area Phase I, UT Chandigarh	1	<ul style="list-style-type: none">Number of Months : 3

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

3. Buyer Added Bid Specific SLA

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

ELECTRICITY WING OF ENGINEERING DEPARTMENT CHANDIGARH (EWEDC)
CHANDIGARH ADMINISTRATION

BID SPECIFIC ADDITIONAL TERMS & CONDITIONS

Subject: - Principle Approval- Appointment of Chartered Accountant (CA) firm for one year to carry out post transaction activities due to privatization of EWEDC.

1. INTRODUCTION

In line with the "Aatma Nirbhar Bharat" initiative by Govt. of India and Sections 131, 133 & 134 of The Electricity Act 2003, the Administrator of U.T. Chandigarh has notified the Chandigarh Electricity Reforms Transfer Scheme, 2025 vide Notification no. G1/2025/120 dated 31.01.2025 to promote public interest, ensure economic efficiency, safeguard consumer rights, and foster good governance in Chandigarh. As per this scheme, electricity distribution and retail supply functions, along with the associated assets, liabilities, rights, obligations, proceedings, and personnel of the Electricity Wing of the Engineering Department (EWEDC) have been transferred to Chandigarh Power Distribution Limited (CPDL), as on 01/02/2025. The office buildings and assets along with equipment have also been transferred to CPDL whose 100% share has been purchased by Private entity/bidder.

The Bidder is selected on the basis of Balance Sheet for the FY 2018-19. The accounts of subsequent Financial year upto FY 2021-22 has been audited by AG UT, Chd and accepted by Hon'ble JERC. The accounts for FY 2022-23 & FY 2023-24 has been prepared and submitted to AG UT Chd for statutory audit. However, the accounts of FY 2024-25 (for 10 months i.e. upto 31.01.2025) are under preparation.

This bid is invited from eligible CA firms having Registered office in Tricity (Chandigarh/ Panchkula/ Mohali) to carry out post transaction activities due to privatization of EWEDC along with preparation of Commercial accounts of STU and SLDC for FY 2025-26. The self attested copy of registered rent deed /ownership of registered office be attached with the bid.

2. SCOPE OF WORK

The Electricity Act 2003, the Administrator of U.T. Chandigarh has notified the Chandigarh Electricity Reforms Transfer Scheme, 2025 vide Notification no. G1/2025/120 dated 31.01.2025 to promote public interest, ensure economic efficiency, safeguard consumer rights, and foster good governance in Chandigarh. As per this scheme, electricity distribution and retail supply functions, along with the associated assets, liabilities, rights, obligations, proceedings, and personnel of the Electricity Wing of the Engineering Department (EWEDC) have been transferred to Chandigarh Power Distribution Limited (CPDL), as on 01/02/2025. The office buildings and assets along with equipment have also been transferred to CPDL whose 100% share has been purchased by Private entity/bidder. The selected CA firm shall be responsible for:

- 2.1 Finalization of balance sheet as per Schedule 'E' (**Annexure- A**) of the Chandigarh Electricity Reforms Transfer Scheme 2025 from FY 2019-20 to January 2025 (Year Wise).
- 2.2 Consideration adjustment after finalization of balance sheet as per Clause- 3.0 of the Share Purchase Agreement (**Annexure- B**).
- 2.3 Calculation of past arrears as on transfer dated i.e., 31.01.2025 as per Clause 10 of Share Purchase Agreement.
- 2.4 Final calculation of Consumer Security Deposit (CSD) as on 31.01.2025.

3. BID VALUE AND ELIGIBILITY CRITERIA

The estimated bid value is Rs. 17,90,768/- .

The bidder must fulfill the following eligibility criteria:

- 3.1 The bidder/ firm should have CA certificate registered with ICAI, New Delhi (Self attested copy of registration be attached with the bid).
- 3.2 The bidder/ firm should be registered with Comptroller Auditor General of India (CAG) (Self attested copy of registration be attached with the bid).
- 3.3 Self-attested copy of GST Certificate, PAN & TAN card be attached with the bid.
- 3.4 Self-attested copy of Valid Peer Review Certificate (PRC) issued by ICAI, New Delhi be attached with the bid.

3.5 The bidder/ firm must have average annual financial turnover of Rs. 50,00,000/- (minimum) during last three financial years ending 31.03.2024 (Year wise Self attested copy financial turn over be attached with the bid).

3.6 The bidder/ firm should have completed at least three (3) similar assignments for government/PSU/Corporations in the last three years.(Completion certificate be issued by the client not below the rank of Executive Engineer or equivalent be attached).

Note: Similar Assignments means Preparation of Accounts on Commercial Pattern/ Audit of Accounts.

The firm/ bidder should have satisfactorily completed the works as mentioned in the “Similar Assignment” during the last 7- years ending last day of the month previous to the one in which bids are invited.

Three similar works amounting to Rs. 40% of bid value (Rs. 7,16,308/-).

OR

Two similar works amounting to Rs. 60% of bid value (Rs. 10,74,461/-).

OR

One similar works amounting to Rs. 80% of bid value (Rs. 14,32,615 /-).

3.7 The Bidder/firm should not have been black listed/debarred/disqualified by any regulator/statutory body or Government entity or any international/national agency for corrupt, unfair trade practices or fraudulent practices. Affidavit duly attested by Notary to this effect is to be furnished/uploaded as per below:-

AFFIDAVIT

To become eligible for tendering, the bidder shall have to furnish an affidavit as under.

- a) That I/We hereby declare the I/we have not been black listed/debarred/suspended by any Govt./Semi Govt./Board/Corporation/Private firms as on last date of receipt of tender.
- b) That I/we undertake the confirm that eligible similar works has/have not been executed through another contractor on back-to-back basis. Further, it is undertaken that if such a violation comes to the notice of Engineering Department Chandigarh Administration, then I/We shall be debarred from tendering in ENGINEERING DEPARTMENT CHANDIGARH ADMINISTRATION in future forever, also, if such violation comes to the notice of Engineering Department Chandigarh Administration, the Engineer-In Charge shall be free forfeit the entire amount of Earnest Money/Performance Guarantee deposited me/us.
- c) That the deponent further undertakes that the he/she/Director (s)/Partner (s) of the proprietor/firm/company/agency have never been convicted of any criminal offence.
- d) That I/We also undertake that the particulars given by me are true and correct to the best of my knowledge and belief and nothing has been concealed thereof. I am aware that in case of any discrepancy/false statement is found, it will lead to rejection of my bid/tender and the Engineering Department will. debar/blacklist the proprietorship/firm/company/agency as per the policy of blacklisting/issued by the Chandigarh Administration vide notification dated 27.02.2009.

(Signature of firm/Contractor)

4 Technical Evaluation :-

S.No.	Technical Evaluation Criteria	Minimum Qualifying Criteria	Marks
1	Financial Strength of the firm/bidder	Firm/Bidder Should have average annual financial turnover at least Rs. 50,00,000/- during last three years ending 31.03.2024	Max Marks - 40
		Above Rs 50 Lacs & upto Rs 1 Crore	25
		Above Rs 1 Crore & upto Rs 2 Crore	30
		Above Rs 2 Crore & upto Rs 5 Crore	35
		More than 5 Crore	40
2.	Firms/bidder	Firm/ bidder should have completed at least one similar	Max

	relevant Indian Experience	works for government/PSU/Corporations .	Marks - 30
		1 to 3 similar works	20
		3 to 5 similar works	25
		More than 5.	30
3.	Qualification and experience of team members of bidder /firm	Firm/bidder Should have at least two Chartered Accountant , Paid Assistants and two Article Assistants.	Max Marks - 30
	a).Paid Assistant	2 to 4	10
		More than 4	15
	b).Article Assistant	2 to 4	10
		More than 4	15

The firm/bidder should secure minimum 65 Marks in technical evaluation.

5. BID SUBMISSION REQUIREMENTS

The bid should include:

- 5.1 All the documents as per Eligibility Criteria shall be uploaded with the bid.
- 5.2 Financial proposal specifying rates for services, including all scope and taxes/duties.

6. DEPLOYMENT OF RESOURCES

As per requirement of the department.

7. Period of Engagement

Firm/bidder will be engaged for the period one year or till the completion of work.

8. Payment Schedule

The firm/bidder shall submit the invoice /bill in his letter pad on quarterly basis clearly depicting the completed work/activities during the quarter. The payment schedule shall be as under:-

SI No	Description	% Age Payment
1.	Quarterly Payment	20 %
2.	Satisfactory Completion of Work (After one year)	20 %

9. ADDITIONAL TERMS AND CONDITIONS

- i) No TA/DA or out of pocket expenses will be admissible to attend any meeting, submission of the offer or during completion of job.
- ii) The contract will be awarded for a specific duration mentioned in the bid and duration may be extended based on project requirements.
- iii) EWEDC reserves the right to accept or reject any bid without assigning any reason.
- iv) The selected bidder must ensure confidentiality and compliance with all applicable laws.
- v) Payment will be made as per mutually agreed milestones.
- vi) The interested parties may obtain further information from the Office of the Executive Engineer, Electricity Operation Division No. 2, BBMB Complex, Industrial Area, Phase-I UT Chandigarh, E-mail: elop2-chd@nic.in.

- vii) The competent authority reserves the right to verify the particulars furnished by the applicant independently. If any information furnished by the applicant is found incorrect, the allotment is liable to be cancelled besides blacklisting the firm.
- viii) The department may ask in writing, to clarify the documents in the eligibility criteria. The bidder shall have to respond within 04 days from the issuing date of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit. The firm who does not fulfill the eligibility/technical criteria will not be qualified.
- ix) "Competent Authority" means the competent authority of the Chandigarh Administration as per delegation of power.
- x) The successful bidder, whose bid is accepted will be required to sign- the contract agreement within 7 days from the intimation of tender to be allotted and be furnish the security/PBG @7% of the allotment amount as per the requirement/terms and condition of the bid for due fulfillment of the contract . The security/PBG should be valid for at least three months beyond the completion of work (15-Months) from the date of allotment of work. On failure, on his part to do so may result in invalidation of the contract and be at liberty, to debar the bidder firm for tendering with Chandigarh Administration for a specified period and to forfeit the security/earnest money.
- xi) The offer must be completed in all respects along with all technical/ commercial details as required in tender specifications. Comparison of offers will be carried out on the basis of details given in the offer or as per the requirement of tender specifications.
- xii) Recovery on account of Income Tax shall be made at the rates prescribed by the Govt. from time to time from the gross payment due to the bidder.
- xiii) Any errors or omission in nomenclature can be corrected at any stage.
- xiv) The Bidder inviting authority shall not be held responsible for any part of delay or difficulties face during the submission of Bids online by bidders.
- xv) The bidder shall prepare the documents and upload the same duly scanned type document in PDF format after stamped and signed.
- xvi) The Bidder should quote the rates inclusive of GST and all other taxes. No form C or D-will be issued by the department.
- xvii) The Bidder will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete that he has taken into account all conditions, difficulties that may be encountered during its work according to the specifications and conditions attached and progress.
- xviii) The Bidder has to produce the original documents as and when asked for by the Executive Engineer, Electricity Operation Division No. 2, Chandigarh. The failure of the bidder to furnish the said original documents will entail summarily rejection of the tender.
- xix) The payment shall be made on quarterly basis.
- xx) No conflict of interest should be present. Specially, no current engagement in any regulatory matter with Hon'ble JERC. For such purpose, undertaking should be submitted/uploaded by the bidder.

10. Force Majeure:

Events of Force Majeure shall include the following:

1. Any restriction imposed by Government/regulating authority.
2. Fire, chemical or radioactive contamination, earthquakes, lightening, flood, drought, plague, epidemic, other natural calamities and acts of Gods resulting in the supply of power under this specification being disrupted;
3. Explosion, accident, breakage of transmission facilities transmission power, Grid Failure;
4. Acts of war, invasion, riots, blockage, public disorder, civil commotion/ unrest, civil riots and sabotage making the performance of obligations herein impossible.

11. Dispute Settlement & Arbitration:

- a) In the event of any disputes, differences relating to the interpretation and application of the provisions of this agreement between the department and the Consultant, same shall be settled to the extent possible

amicably between the parties. For this, in the first instance, the Executive Engineer (In-charge of the work) shall positively give this decision on any matter relating to the contract. If the decision so given is not acceptable to the bidder due to any legitimate reasons, efforts shall be made to resolve with the bidder to arrive at a consensus that is reasonable and legitimate under the terms and conditions of the contract. If, however, no consensus can be reached, the matter shall be referred to the next higher authority, and if no consensus can be reached at that level too, then the matter will be referred to the "Dispute Redressal Committee (DRC)" constituted vide the order of Engineering Department, Chandigarh Administration and endorsed to Electricity 'OP' Circle vide Endst. No.1948-53 dated 30.01.2013.

- b) The Dispute Redressal Committee (DRC) shall have to give decision on the claim of the bidder or department within the three months of receipt of the reference. If no decision is given by the DRC within three months, then claimant shall be at liberty to seek appointment of arbitrator.
- c) In case, the parties seek appointment of arbitrator, the appointment of arbitrator and the arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996. The venue of the arbitration proceedings shall be Chandigarh.
- d) The bidder shall only be entitled to invoke the arbitration clause after exhausting the remedy available under the DRC.
- e) Notwithstanding the existence of any question, disputes and/or differences referred to the arbitration, the parties here to shall continue to perform their respective obligations under this agreement.

12. Jurisdiction Clause:

All legal proceedings in connection with this CONTRACT shall be subject to the territorial of local civil courts at Chandigarh only.

13. Penalty Clause: 10% of deduction of payment in each default & increase by 10% in each subsequent default ,i.e., it will become 20%, 30%, 40% respectively.

14. INTEGRITY PACT

To,

The Executive Engineer,
Electy OP Division No. 2-cum-SLDC,
BBMB Complex, I/Area Ph-1,
U.T. Chandigarh.

Subject: - Appointment of Chartered Accountant (CA) firm for one year to carry out post transaction activities due to privatization of EWEDC.

Dear Sir,

I/We acknowledge that Electricity Wing of Engineering Department, Chandigarh Administration is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Engineering Department, Chandigarh Administration.

I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement. I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Engineering

Department, Chandigarh Administration shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent/authorized to sign the relevant contract on behalf of Electy Wing of Engineering Department.

INTEGRITY AGREEMENT

This Integrity Agreement is made at.....on thisday of 20.....

BETWEEN

President of India represented through **Executive Engineer, Electricity OP Division No.2-cum-SLDC, U.T. Chandigarh** (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual/firm/Company)

through(Hereinafter referred to as the (Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble WHEREAS the Principal/Owner has floated the Tender (NIT No)
(Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for **"Appointment of Chartered Accountant (CA) firm for one year to carry out post transaction activities due to privatization of EWEDC.**

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected

acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes

corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, Engineering Department.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

(signature, name and address)

2.

(signature, name and address)

Place:

Dated :

SCHEDULE 'E'

PROVISIONAL OPENING BALANCE SHEET

Subject to final revision, to reflect the exact position on the Transfer Date, within twelve (12) months of notification of this Scheme in the Official Gazette, the provisional Opening Balance Sheet for the Company shall be:

Liabilities	Rs Cr
Equity	129.74
Reserves	44.89
Current Liabilities	
Power Purchase Payables	63.17
Statutory Dues Payable	0.00
Staff related liabilities	5.68
Deposit work receipts	22.98
Deposit and Retention from Suppliers and Contractors	4.16
Liability for Material	0.18
Interest Payable on CSD	9.71
Consumers Security Deposits	157.12
Total	437.63
Assets	Rs Cr
Gross Block	452.31
Less: Accumulated Depreciation	278.16
Net Block	174.15
Capital Work in Progress	24.49
Current Assets	
Inventory	2.84
Sundry Debtors	67.13
Short-term Loans and Advances	2.20
Receivables from UT	166.83
Total	437.63

The provisional Opening Balance Sheet of the Company is prepared based on audited accounts of EWEDC for FY2018-19 except for Consumer Security Deposits which has been considered based on the amount reflected in the consumer database. The final revision shall

be done with the purpose of reflecting the exact position of the Assets, Liabilities, Personnel and Proceedings transferred to the Company on the Transfer Date.

The draft Opening Balance Sheet of the Company has been prepared based on the FY 2018-19 audited accounts on the following principles:

- I. Gross Fixed Assets, Accumulated Depreciation of assets as per value approved by JERC.
- II. Equity value as approved by the JERC as on Transfer Date.
- III. CWIP as per audited figures.
- IV. Inventory, Short Term Loan and Advances, Staff Related Liabilities, Deposit Work Receipts, Deposit and Retention from Suppliers & Contractors, Liability for Material, Interest Payable on CSD have been considered as per audited figures.
- V. Consumer security deposit (or advance consumer deposit) has been considered as per records of consumer billing database as on March 31, 2019.
- VI. Consumer security deposit and interest on consumer security deposit have been shown as a receivable from the Administration in the opening balance sheet.
- VII. Sundry Creditors against power purchase payables has been set at equivalent to one month energy supplied.
- VIII. Sundry Debtors has been set at one month equivalent sales.

The Opening Balance Sheet of the Company shall be finalized to reflect movements up to the Transfer Date based on audited figures as per following principles:

- I. Gross Fixed Assets Accumulated Depreciation and CWIP as per movements based on audited numbers
 - II. Movement in equity value as per principles of JERC approval.
 - III. Inventory, Short Term Loan and Advances, Staff Related Liabilities, Deposit Work Receipts, Deposit and Retention from Suppliers & Contractors, Liability for Material, Interest Payable on CSD shall be updated with audited numbers as on Transfer Date.
 - IV. Consumer Security Deposit shall be updated with value equal to the consumer security deposits of all consumers as reflected in the consumer database as on Transfer Date.
 - V. Receivables from Administration shall be equal to sum of revised Consumer Security Deposit and revised Interest Payable on CSD as on Transfer Date.
 - VI. Sundry Debtors shall be receivables corresponding to energy supplied to consumers in the immediate one (1) month period prior to the Transfer Date.
 - VII. Power Purchase Payables shall be payables corresponding to power procured in the immediate one (1) month period prior to the Transfer Date.
-

- (ii) Appointment of Directors of the reconstituted Board of the Distribution Company as provided in Clause 2.2(b) above as regular Directors; and
- (iii) Confirmation of other actions taken by the Board as per Clause 2.2(a) to 2.2(d) above.

3. CONSIDERATION ADJUSTMENT

- 3.1. The Parties agree that the Consideration amount has been determined based on the financials of the Distribution Company and the provisional Opening Balance Sheet provided in the Transfer Scheme under Annexure 7.3.7 of the RFP, based on which the bids were invited and the Successful Bidder has accepted the same as part of the binding RFP terms.
- 3.2. The Parties agree that the provisional Opening Balance Sheet shall be finalised to reflect the assets and liabilities as on the Transfer Date as per the principles on the basis of which the Opening Balance Sheet is prepared under the Transfer Scheme and mentioned therein.
- 3.3. The Parties agree that the Consideration amount shall be adjusted as per the following formula, on account of difference between provisional and final Opening Balance Sheet of the Distribution Company:

$$\text{Consideration Adjustment*} = \begin{matrix} \text{Increase/} \\ \text{(Decrease) in Net} \\ \text{Fixed Assets} \\ \text{(other than those} \\ \text{funded by grants)} \end{matrix} + \begin{matrix} \text{Increase/ (Decrease)} \\ \text{in Capital Work in} \\ \text{Progress (other than} \\ \text{those funded by} \\ \text{grants)} \end{matrix} - \begin{matrix} \text{Increase/} \\ \text{(Decrease)} \\ \text{in Long} \\ \text{Term} \\ \text{Liabilities} \end{matrix}$$

*A positive number shall mean payment to be made by the Successful Bidder to the Holding Entity and a negative number shall mean payment to be made by the Holding Entity to the Successor Bidder.

Provided that, adjustment as per this Clause 3.3 shall be to the extent of values recognized by the Commission for each component. Further, Change in Net Fixed Assets and Capital Works in Progress shall be considered on the basis of values as may be approved by the Commission for the purposes of AIRR as on the Transfer Date.

- 3.4. The Parties agree that Consideration Adjustment as per Clause 3.3 shall be final and complete. For avoidance of doubt, it is clarified that there shall be no further adjustments or payments on account of any past period assets or liabilities, other than those specifically provided in this Agreement or in the Transfer Scheme.
- 3.5. The Parties further agree that any adjustments computed as per the provision of Clause 3.3 shall be binding on them and shall be paid by one Party to the other Party, with interest at the rate of nine percent (9%) per annum compounded annually from the Transfer Date, within thirty (30) days from the notification of the final Opening Balance Sheet of the Distribution Company by the Government. For delayed payments after thirty (30) days from the notification of the final Opening Balance Sheet of the Distribution Company the rate of interest applicable shall be twelve percent (12%) per annum compounded annually.

4. REPRESENTATION AND WARRANTIES

- 4.1. Representations and warranties by Successful Bidder: