



ASSAM ELECTRICITY GRID CORPORATION LIMITED

Regd. Office: 1st Floor, Bijulee Bhawan, Paltan Bazar, Guwahati – 781 001

CIN: U40101AS2003SGC007238

Phone: 0361-2739520/Fax: 0361-2739513

Web: aegcl.co.in, E-mail: managing.director@aegcl.co.in

E-Tender Notice

For

Appointment of Tariff Consultant

for

Assam Electricity Grid Corporation Ltd

TENDER SPECIFICATION

NIT No.- AEGCL/MD/TL-TARIFF/CONSULTANT/2017/6 Dtd. 01/02/2018

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DATE: 01/02/2018

Part-I **Information for Bidders**

(A) INTRODUCTION:

1.0 General :

1.1 Assam Electricity Grid Corporation Ltd is one of the three successor companies of erstwhile Assam State Electricity Board. It is the State Transmission Utility of the state of Assam having its registered office at Paltan Bazar, Guwahati, Assam

1.2 The Govt. of India notified the Electricity Act, 2003 which was followed by enactment of various amendments from time to time. In accordance with section 61 and 62 of the aforesaid Act and the Assam Electricity Regulatory Commission's (Herein after called AERC) Terms and Conditions for Determination of Tariff Regulations 2006 & Assam Electricity Regulatory Commission (Terms and Conditions for determination of Multi Year Tariff) Regulations, 2015, Assam Electricity Grid Corporation Ltd (Herein after called AEGCL), needs to file separate ARR, Review petitions for relevant financial years with three(3) years control period and true up petitions for successive financial years before the Assam Electricity Regulatory Commission .

1.3 The AEGCL extends invitation for bid (IFB) from agencies, firms, companies, state and Central Govt. Undertaking providing consultancy services as set-forth in the accompanying Bid documents.

1.4 The Assam Electricity Regulatory Commission in exercise of power vested in it under section 62(1) (d) read with section 62(3) and section 64(3) (a) of the Indian Electricity Act 2003 and Terms and conditions for determination of tariff regulations 2007 and other enabling provision in this behalf, issues order for **determining the Aggregate Revenue Requirements (ARR) and Multi Year Tariffs for transmission of electricity by Assam Electricity Grid Corporation Limited to Assam Power Distribution Company Ltd for supply of power to the consumers in the state of Assam. The regulations state that the distribution, Transmission and transmission licensees shall file Separate Business Plans, Aggregate Revenue Requirement (ARR) and Multi Year Tariff petitions for the control period of three(3) years, complete in all respect along with requisite fee on or before 30th November (the time line may vary) of the preceding financial year.**

2.0 **Scope of work :**

2.1 For the scope of works and other purposes, the following terms shall mean as stated below:

(a) Tariff Petition- Tariff Petition shall be APR (Annual Performance Review) Tariff petition and ARR (Aggregate Revenue Requirement) Tariff petition for Assam Electricity Grid Corporation Limited

(b) Compliance report - Report furnished on the outstanding directives of AERC issued vide Tariff Orders of the commission or through other communication by the commission.

(c) Unless otherwise specified the word 'the commission' shall mean 'Assam Electricity Regulatory Commission'

2.2 MYT control period shall mean FY: 2016-17 to 2018-19, 2019-20 to 2021-22 and so forth

2.3 Description of the assignment and the Scope of Work for the consultant :

The Assignment and the Scope of work for the consultant shall consist of 4 (four) parts –

Part- A, Part- B, Part-C & Part-D

PART : A

(I) Suggest changes to be made in the Accounting Methodology of AEGCL for FY: 2018-19 and onwards to match AERC’s requirement and suit the desired standard. The suggestions shall be based on the detailed analysis of the Tariff Orders passed by the AERC in the recent years.

(II) Assignment on Preparation of tariff related document is detailed as per the table below:

Sl No.	ASSIGNMENT	TIME LINE*
1	Preparation of Business Plan for AEGCL for the control period of FY: 2019-20 to FY: 2021-22	July-2018
2	Preparation of True-up petition for FY: 2017-18	Sep-2018
3	Preparation of Annual Performance Review (APR) for FY: 2018-19 (for six months)	Oct-2018
4	Preparation of Review petition on ARR (if necessary) for FY: 2018-19	Oct-2018
5	Preparation of MYT petition (based on the AERC approved business plan) for the control period of FY: 2019-20 to FY: 2021-22	Oct-2018
6	Preparation of True-up petition for FY: 2018-19	Sep-2019
7	Preparation of Annual Performance Review (APR) for FY: 2019-20 (for six months)	Oct-2019

8	Preparation of Review petition on ARR (if necessary) for FY: 2019-20	Oct-2019
9	Preparation of True-up petition for FY: 2019-20	Sep-2020
10	Preparation of Annual Performance Review (APR) for FY: 2020- 21 (for six months)	Oct-2020
11	Preparation of Review petition on ARR (if necessary) for FY: 2020-21	Oct-2020

***Time line for submission shall however be changeable as per the need of AEGCL**

- (III)** Validation of data on behalf of AEGCL for AERC as and when required as per the directive of AERC.
- (IV)** Filing of final Tariff Petitions for AEGCL shall be in six (6) separate spiral bound sets, complete in all respects before the commission. The consultant shall supply six (6) additional spiral bound sets to AEGCL for records.
- (V)** In the event of a decision by AEGCL for filing an appeal petition, the consultant shall carry out the task on preparation and submission within two (2) weeks, the Draft appeal Petitions for filing before the Appellate Tribunal for Electricity at New Delhi. The representative of the tariff consultant shall brief the nominated lawyer(s) of the AEGCL at New Delhi about the grounds of appeal to the full satisfaction of the conducting lawyers appointed by AEGCL.
- (VI)** Preparation of report on the matter of Business Plan of AEGCL and Tariff related issues of AEGCL and presentation of Power Point Presentation thereof before the Annual State Advisory Committee Meeting and the State Co-ordination Committee Meeting with the approval of the Board of Directors of AEGCL.
- (VII)** Attendance of Public Hearing at Guwahati or other places in Assam as decided by AERC on Tariff Proposals of AEGCL and providing on the spot verbal responses and replies to the objections/ suggestions of the objectors and queries of AERC during the Public Hearing. Submission of detailed written replies to the objections/ suggestions of the objectors and queries of AERC received during the Public Hearing in six (6) separate spiral bound sets, within the time period as may be stipulated

by the Commission, with two (2) additional separate spiral bound sets to AEGCL for record.

- (VIII)** Prepare replies to the observations/comments of different consumers/consumer forums on the True-up/APR/Tariff Petitions submitted by AEGCL.

PART : B

- (1) Asset Valuation of the State Load Despatch Centre (SLDC) of Assam
- (2) Preparation of Separate Business Plan for SLDC for the control period of FY: 2019-20 to FY: 2021-22
- (3) Preparation of MYT petition for SLDC for the control period of FY: 2019-20 to FY: 2021-22
- (4) Suggest measures on the viability for ring fencing/separation of SLDC from AEGCL towards formation of SLDC as an independent entity on the line of recommendation of Girish Pradhan Committee constituted by the Union Ministry of Power, Govt of India. The recommendation shall include inter alia the existing statute of SLDC in other states.

PART : C

- (1) Preparation of Energy Audit Report for AEGCL for the FY: 2017-18, FY: 2018-19, FY: 2019-20 & FY: 2020-21
- (2) The Energy audit report shall specifically analyze the transmission loss data of AEGCL

PART : D

- (1) Detailed analysis of the proposal of the Govt of India on the Intra-State TBCB (Tariff Based Competitive Bidding) scheme vis-à-vis the prevailing scenario thereon in the country.
- (2)** Recommend specifically on TBCB intra-state viability for the state of Assam. The Report should throw light on the possible financial repercussion on the exchequer of AEGCL and its impact on tariff.

3.0 Eligibility & Qualifying Criteria :

3.1 The invitation of bid is open to the all agencies, firms, companies, consultants, State Government and Central Government agencies having a valid Pan Number and valid GST registration, who meet the requisite qualifying requirements stipulated hereunder subject to submission of satisfactory evidences thereof -

- (I) That it has worked as a consultant, who is well acquainted with the working of State Transmission Utilities, Distribution Licensees, Generating Companies, State Electricity Regulatory Commissions etc
- (II) That it is well acquainted with the present regulatory frameworks in power sector and the keep itself informed on the amendment/guidelines of the commission/government
- (III) That it possesses adequate experience in successfully executing at least one(1) job of preparation of business plans and tariff petitions of State Electricity Boards/State Transmission Utility/Distribution Licensee/ Generating Company for filing the same before the State Electricity Regulatory Commission, or has been involved in preparation of orders on business plans and tariff petitions for a State Electricity Regulatory Commission.
- (IV) That it is a consultant, who is well versed with Central/State Govt. Statute, regulations relating to power sector, tax, finance and cost related aspects, and possesses considerable experience in development of concept and structuring of bulk and retail tariffs for Electricity Utilities
- (V) That it has adequate technical and financial capabilities to carry out the task as per scope of work.
- (VI) That it has a minimum average turnover of Rs. Two (2) crore in consultancy business during the last three(3) financial years preceding FY:2017-18 (The bidder shall provide the photocopies of the relevant documents as proof of this). In the event of a joint venture bid, the lead partner should possess the said minimum requisite turnover for the said period.

3.2 The consultant shall be required to continuously maintain the resident consultants at AEGCL's headquarter, who should be at least graduate in Electrical/Mechanical Engineering or C.A/MBA (Fin.) with minimum experience of three (3) years of doing similar jobs and successfully filing of at least one (1) Multi Year Tariff Petitions for Electricity utilities under the Indian Electricity Act, 2003 before any of the State Electricity Regulatory Commissions

4.0 Tender document :

Tender Document can be downloaded from AEGCL's website www.aegcl.co.in and <https://assamtenders.gov.in>. Bidders will have to pay Tender Document cost of Rs. 5,000.00 in the form of Demand Draft drawn in favour of Managing Director, AEGCL payable at Guwahati. The scanned copy of the Demand Draft must be uploaded in the e-tender portal. The original Demand Draft must be submitted to the O/o the Managing Director, AEGCL, Bijulee Bhawan, Paltan Bazar, Guwahati-1, before opening of Tender.

5.0 Earnest Money :

Tender must be accompanied by an Earnest Money of RS. 50,000.00 (fifty thousand) through demand draft drawn in favour of Managing Director, AEGCL, payable at Guwahati, failing which the tender will be summarily rejected. The scanned copy of Demand Draft must be uploaded in the e-tender portal. Cheque / Fixed Deposit receipt are not acceptable towards deposit of Earnest Money.

- a. Earnest money should be deposited before the date of opening of the Bids. No Earnest Money will be accepted after opening of the tender.
- b. The Earnest Money deposit shall be refunded to each of the unsuccessful bidders on application. In case of successful Bidder, it will be retained and no interest on Earnest money will be payable.
- c. In the event of the successful Bidder failing to sign the contract agreement with AEGCL within ten days after receiving notice of award of contract and failing to submit a

Performance Guarantee as specified in this document, the Earnest Money Deposit will be forfeited to compensate damage caused to AEGCL. The Earnest Money of the successful bidder shall be returned after the Performance Guarantee is furnished by the firm.

- d. The Earnest Money shall be furnished in a separate sealed cover.

6.0 FORFEITURE OF EARNEST MONEY & PERFORMANCE GUARANTEE :

It should be clearly understood that in the event of the bidders failing to accept and execute the work order, if it is placed within the validity period of the offer, then the full amount of Earnest Money or Performance Guarantee as applicable will be forfeited and the AEGCL's decision in this respect will be final and binding on the Bidders.

7.0 PROGRESS REPORT :

The tariff consultant shall have to submit fortnightly progress report regularly until completion of the job as defined in scope of work to the Chief General Manager (HQ), AEGCL.

8.0 Submission of Bid :

The interested bidders must participate in the tender through E-tender portal <https://assamtenders.gov.in>.

9.0 Documents required to accompany the Bid :

The bidder shall upload the bid on the designated website. The documents to be uploaded are as follows:

- (i) Technical Proposal
- (ii) Financial Proposal

9.1 The bid shall contain the following documents :

Sl No.	Documents to be uploaded
1	Form - A: PROPOSAL SUBMISSION FORM
2	FORM - B: EVALUATION OF PARAMETERS.
3	FORM - C: COMMENTS AND SUGGESTIONS WITH DEVIATIONS OF THE BIDDER ON THE TERMS OF REFERENCE DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT
4	FORM - D: DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT.
5	FORM - E: TEAM COMPOSITION OF THE FIRM AND TASK ASSIGNMENTS .
6	FORM – F: FORMAT OF CURRICULUM VITAE (CV) OF THE PROFESSIONALS TO BE ENGAGED FOR THE WORK BY THE FIRM
7	FORM - G: TIME SCHEDULE FOR EACH PART OF THE ASSIGNMENT.
8	Self attested copy of PAN number
9	Self certified copy of the GST registration.

9.2 The Technical Bid will be opened on date and at time specified in the Tender Notice in presence of the representative(s) of the interested bidders or their authorized representatives.

9.3 The technical proposal shall not contain any indication about the bid prices in any manner whatsoever. Non-compliance of this provision shall result in the rejection of the bid.

10.0 Prices :

10.1 Bidders shall quote for the entire service on a 'single responsibility' basis **inclusive of the applicable GST stating the total bid price such that the total bid price covers all the contract obligations mentioned in Scope of Services through e-tender portal.**

10.2 **Prices quoted by the bidder shall be firm and not subject to adjustment during the performance of the contract to reflect changes in the cost of labour, material, time etc.**

10.3 The technically qualified bidders shall be evaluated on the basis of total bid price quoted by them.

11.0 Currencies of Bid :

Prices shall be quoted in Indian Rupees only.

12.0 Bid Validity Period :

Bid should be kept valid for acceptance for a period of (6) six calendar months from the date of opening of the Technical bid. The bids valid for a period shorter than specified period shall be rejected as being non-responsive.

In exceptional circumstances, AEGCL may request the bidders for a specified extension of the period of validity of the bids and/or the Performance Guarantees and/ or Earnest Money Deposits. The bidders shall comply with such requests.

13.0 Clarification of Bids :

To assist in the examination, evaluation and comparison of bids, ASEGCL may at its discretion ask any bidder for clarification of his bid including break-up of rates. The request for clarification and the response shall be in writing by Fax or Electronic Mail.

14.0 Evaluation of Technical Bids :

14.1 On opening of the Technical Bid, AEGCL will examine the bids to determine whether bids are complete, whether any computational error is observed, whether required Earnest Money Deposit has been furnished or whether the documents are in order.

14.2 If a Bid or Bids are found not substantially responsive, the same will be rejected by and may not subsequently be made responsive by the bidder after correction etc.

14.3 Evaluation of technical bids will be done by an Evaluation Committee constituted by AEGCL on the basis of information/documents submitted by the bidders

15.0 EVALUATION CRITERIA :

- 15.1 Proposals will be evaluated both on the basis of quality as well as cost. Technical bids shall be evaluated first. The financial bids of technically qualified bidders shall only be opened.
- 15.2 Responsive Bids shall only be taken up for evaluation.

16.0 EVALUATION OF TECHNICAL & COMMERCIAL BIDS :

- 16.1 Evaluation of technical bids will be done on the basis of the Marks as stated hereunder and will be used by the technical Committee to calculate the technical score of the each bidder :

Evaluation Criteria of Technical & Commercial Bid :

Criterion	Maximum Marks
Consultant's previous experience of similar successful assignment with any of the State Transmission Utilities in India.	16
Consultant's previous experience in analysis and preparation of Tariff order(s) of any State Electricity Regulatory Commission in India.	10
Consultant's relevant experience for the assignment. Six (6) marks for each successful filing of Business plans, Tariff petitions and ARR's etc of SEBs/Transmission Companies/Distribution Companies/Generating Companies subject to a maximum of 30 marks	24
Consultant's experience in 'Asset Valuation' for any of the state transmission/distribution utilities	10

<p>Qualification, competence and experience in the relevant field of the Project Leader proposed for the assignment</p>	
<p>(a) Five (5) marks each for every successful filing of Business plans, Tariff petitions and ARRs etc of SEBs/Transmission Companies/Distribution Companies/ Generating Companies or analysis and preparation of orders for State Electricity Regulatory Commissions on business plans and tariff petitions by the Project Leader, subject to maximum ten (10) marks.</p>	10
<p>(b) Two (2) marks each for every year of experience in the works for filing of Business plans, Tariff petitions and ARRs etc of SEBs/Transmission Companies/Distribution Companies/ Generating Companies or analysis and preparation of orders for State Electricity Regulatory Commissions on business plans and tariff petitions by the Project Leader, subject to maximum ten (10) marks.</p>	10

<p>(c) <u>Professional qualification of the Project Leader – only for Finance or Engineering:</u></p> <p>a) Doctoral or post doctoral Degree = 10 marks</p> <p>b) Post graduate Degree/Diploma= 6 marks</p> <p>c) CA or Equivalent Degree = 6 marks</p> <p>d) Graduate Degree = 3 marks</p> <p>(d) Professional qualification of maximum two (2) numbers of Resident Representatives with higher qualification.</p> <p>(a) Doctoral or post doctoral Degree = 5 marks</p> <p>(b) Post graduate Degree/Diploma= 3 marks</p> <p>(c) CA or Equivalent Degree = 3 marks</p> <p>(d) Graduate Degree = 2 marks</p>	<p>10</p> <p>10</p>
<p style="text-align: center;">TOTAL</p>	<p style="text-align: center;">100</p>

16.2 After scrutiny and evaluation of technical bids the bidders who have secured minimum **60 (sixty) marks** as per criterion laid down shall be short listed.

16.3 AEGCL may reject any proposal(s) if they are found to be unresponsive or unsuitable either because they represent major deficiencies in complying with the Terms of Reference

16.4 OPENING OF FINANCIAL BID :

16.4.1 The shortlisted bidders as determined vide para 16.2 above will be intimated the time and date of opening of Financial BIDs. The financial bids of the short listed bidders will be opened in presence of the bidders or their authorized representative(s) who wish to be present.

16.5 EVALUATION OF FINANCIAL BIDS :

16.5.1 The financial bid with lowest quoted total bid price will be given a financial score of 100. Other financial bids of the bidder shall be given financial score as under:

$$\text{(Total Bid price of lowest bidder / Total Bid price of the bidder) X 100}$$

16.5.2 FINANCIAL AND TECHNICAL SCORES :

16.5.3 The total score shall be obtained by weighting the technical and financial scores and adding them. The weight given to the technical and financial proposals are:

Technical Proposal – 0.6

Financial Proposal – 0.4

17.0 NEGOTIATION :

17.1 The bidder scoring the highest combined technical and financial score may be invited for negotiation. The aim is to reach to an agreement on all points and finalize the draft contract.

17.2 Negotiation will include discussion on Technical & Financial proposals, proposed plan of work, staffing pattern and bar charts indicating the events and activities , periods to be spent in the field and in the home office, reporting as AEGCL Consultant and other logistics. The negotiation will also include discussion on the inputs required by the bidder from the AEGCL to ensure satisfactory implementation of the assignment.

- 17.3 In the event of the successful bidder not responding to further negotiations/clarifications as required for the finalization of the bid, AEGCL reserves the right to reject the bid and forfeit the Earnest Money Deposit.
- 17.4 Following the selection of the successful bidder AEGCL may negotiate on the experts named in the proposal. Before award of contract, AEGCL will require specific guarantee from the bidder that the experts included in the bid will be actually available for the assignment. Non availability of the named expert may render the performance of the contract by the bidder vitiated resulting in the termination of the contract and forfeiture of the Earnest Money Deposit and all payment dues to the Consultant.
- 17.5 The negotiation will conclude with a review of the draft contract and both AEGCL and the successful bidder will initial the agreed Contract. If the negotiation with the successful bidder as above fails, AEGCL will invite from the short listed bidders one who has secured the second highest combined score to negotiate a Contract.

18.0 AWARD OF CONTRACT :

- 18.1 The successful bidder shall be required to execute a contract agreement within the time period as specified by AEGCL.
- 18.2 Failure on the part of successful bidder to execute contract agreement within the time schedule, as specified by AEGCL, may lead to cancellation of bid and forfeiture of bid security.

19.0. Other Important Information :

- 19.1 The bids will be evaluated by AEGCL to ascertain the **technically competent and commercially competitive** responsive bids by awarding weight age for technical competence and commercially lower bids for the complete scope of service/work as detailed in bid documents. Any effort by a bidder to influence AEGCL in the bid evaluation, bid comparison or contract award decision may result in the rejection of the bid(s) of the said bidder(s).
- 19.2 AEGCL will notify the successful bidder in writing by Registered letter or by fax or by e- mail to be confirmed in writing that his bid has been accepted. The letter of award (LoA) will constitute a part of the contract.
- 19.3 On furnishing the Performance Security and execution of contract agreement by successful bidders, AEGCL will notify the unsuccessful bidders and their earnest money deposit will be refunded thereafter.

20.0 Signing of the Contract Agreement :

- 20.1 Within one (1) week of award of contract, the successful bidders or his authorized representatives shall enter into a Contract Agreement with AEGCL on the prescribed format on Non Judicial Stamp Paper of the State of Assam of appropriate value.
- 20.2 Failure on the part of the successful bidder to comply with the requirement of this clause will constitute sufficient ground for the annulment of award and forfeiture of Earnest Money Deposit or Performance Guarantee.

21.0 Performance Security :

An amount of 10% (ten percent) of total contract value will have to be deposited by the successful Bidder as Performance Security in the following manner:-

- a. Bank Guarantee of the amount equivalent to 10% (ten percent) of the total contract value shall be deposited after receipt of L.O.A. and before the execution of the agreement.
- b. The Bank Guarantee shall be in the approved format of AEGCL
- c. The Bank Guarantee shall be issued from a Nationalized/Scheduled Indian Bank and shall become acceptable to AEGCL only after verification by DGM, (F&A), AEGCL which will be remain valid for a **minimum period of three months beyond the expected date of completion of the work**
- d. **In the event of the actual date of completion of the assignment for the consultant being delayed due to any reason the consultant shall have to suitably extend the validity period of the Bank Guarantee.**
- e. No Bank charges or interest will be payable AEGCL against the Bank Guarantees.

21.1 Validity of the Contract :

The contract is expected to remain valid for a period of three (3) years from the date of signing of the contract. However, the period is negotiable to the satisfaction of AEGCL and the Consultant.

Part-II

TERMS OF REFERENCE

Terms of Reference

22.0 Scope of work: As per Section-2 of Part-I

22.1 **Deliverables:** The Consultant shall deliver deliverables as mentioned at para 2.3 under scope of works.

23.0 Time Schedule

The consultant has to adjust the time schedule of the assignment as per para 2.3 under scope of works and as per the time schedule notified by Assam Electricity Regulatory Commission from time to time

24.0 Terms of Payment

24.1 The payment shall be made as hereunder :

- (a) 40% of the yearly value of the contract shall be payable to the firm on successful completion of the part of the assignment after six(6) months from the date of issue of the letter of award.
- (b) 55% of the yearly value of the contract shall be payable to the firm on successful completion of the part of the assignment after twelve(12) months from the date of issue of the letter of award.
- (c) 40% of the yearly value of the contract shall be payable to the firm on successful completion of the part of the assignment after eighteen(18) months from the date of issue of the letter of award.
- (d) 55% of the yearly value of the contract shall be payable to the firm on successful completion of the part of the assignment after twenty four(24) months from the date of issue of the letter of award.
- (e) 40% of the yearly value of the contract shall be payable to the firm on successful completion of the part of the assignment after thirty(30) months from the date of issue of the letter of award.
- (f) 55% of the yearly value of the contract plus the balanced amount shall be payable to the firm on successful completion of the part of the assignment after thirty six (36) months from the date of issue of the letter of award.
- (g) Payment will be released based on the satisfactory completion of the assignment by the consultant as per the time schedule indicated at para. 2.3

(h) The tariff consultant shall submit relevant bill(s) to the Chief General Manager (HQ), AEGCL for processing and payment. The payment will be released by the Accounts Officer, AEGCL, O/O the MD, AEGCL, Guwahati.

25.0 Penalty :

In the event of non-completion of assignment on time by the consultant, 1 % (one percent) of the contract price will be deducted for each week of delay or part thereof from the bills of the Tariff consultant.

26.0 Solemn Authority :

Notwithstanding anything contained in this document AEGCL shall reserve the right to accept or reject any or all Tenders without assigning any reason thereto.

27.0 JURISDICTION OF COURT :

The Civil Court of Guwahati shall alone have the exclusive jurisdiction to decide any differences/dispute/claim for and against Assam Electricity Grid Corporation Limited.

Part-III

Technical Proposal Formats

Form – A : PROPOSAL SUBMISSION FORM

No.

Date:

To :

The Chief General Manager (HQ)
Assam Electricity Grid Corporation LTD
Bijulee Bhawan, Paltan Bazar
Guwahati-781001, Assam

Sir,

With reference to the present Bid Document, we the undersigned, have examined the Bid Documents, including scope of work as detailed above. We would like to offer the required consultancy services as detailed herein under para 2.3 (Assignment for consultant & the scope of work).

In line with the requirement of the Bid Documents, we attach herewith and upload on the E-tender portal of AEGCL the following documents :

S. No.	Documents
1	Form - A: PROPOSAL SUBMISSION FORM
2	FORM - B: EVALUATION OF PARAMETERS.
3	FORM - C: COMMENTS AND SUGGESTIONS INCLUDING DEVIATIONS OF THE BIDDER ON THE TERMS OF REFERENCE DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT
4	FROM - D: DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT.
5	FORM - E: TEAM COMPOSITION AND TASK ASSIGNMENTS .
6	FORM – F: FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF.

7	FORM - G: PROPOSED TIME SCHEDULE FOR THE PROJECT LEADER AND RESIDENT REPRESENTATIVES.
8	Self attested copy of PAN number .
9.	Self certified copy of service tax and registration number.

Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Notifications of Award shall constitute a Bid Contract between us for all legal purpose.

We understand that you are not bound to accept the lowest or any bid that you may receive or might have received.

We, hereby, declare that the persons or firms interested in this proposal are named herein and that no person or firm other than mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us. This proposal is made without any connection with any other person, firm or party likewise submitting a proposal of their own, and without any collusion or fraud.

Thanking you, we remain,

Yours faithfully,

Dated this _____ day of _____

(Authorized Signature)

(Name of the Signatory)

Name and Address of the Firm

(Bidders may note that no prescribed proforma has been enclosed for Power of Attorney and Bidders may use their own proforma for furnishing the required information with the Bid, if required)

FORM - B: EVALUATION OF PARAMETERS.

<p>Details of Evaluation Parameters (proof to be attached by the bidder for each parameter)</p>	<p>Details to be furnished by the bidders</p>	<p>Marks/ Remarks to be filled in by the Selection Committee</p>
<p>Previous experience of similar successful assignment with any of the State Transmission Utilities in India.</p>		
<p>Previous experience in analysis and preparation of Tariff order(s) of any State Electricity Regulatory Commission in India.</p>		
<p>Consultant’s relevant experience for the assignment : Number of successful filing of Business plans, Tariff petitions and ARRs etc of SEBs/Transmission Companies/Distribution Companies/Generating Companies</p>		
<p>Previous experience in ‘Asset evaluation’ for any of the state transmission/distribution utilities</p>		
<p>Qualification, competence and experience in the relevant field of the Project Leader proposed for the assignment Name of the Project Leader : Number of successful filing of Business plans, Tariff petitions and ARRs etc of SEBs/Transmission Companies/Distribution Companies/ Generating Companies or analysis and preparation of orders for State Electricity Regulatory Commissions on business plans and tariff petitions by the Project Leader, Number of years of experience in the works for filing of Business plans, Tariff petitions and ARRs etc of SEBs/Transmission Companies/Distribution Companies/ Generating Companies or analysis and preparation of orders for State Electricity Regulatory Commissions on business plans and tariff petitions by the Project Leader</p>		

Professional qualification of the Project Leader – only for Finance or Engineering: Professional qualification of maximum two (2) numbers of Resident Representatives with higher qualification. Name(s) of Resident Representatives :		
Total Marks obtained		
Average turnover of the bidder in Consultancy (in Rs.) business during the last three(3) consecutive financial years preceding FY:2017-18. In case of Joint Venture Bidding, the turnover of the lead partner should be mentioned		
PAN Number. (Kindly attach self attested photocopy of PAN Card)		
Details of Earnest Money of Rs 50,000.00 (Rs. Fifty thousand only) deposited.		
GST registration No. (Kindly attach self attested photocopy of GST registration Card)		

(Name & Title of Signatory)
Name and Address of the Firm
(Authorized Signature)

Note: - Attach evidence in support of qualifying requirement as specified for this tender .

FORM - C: COMMENTS AND SUGGESTIONS INCLUDING DEVIATIONS OF THE BIDDER ON THE TERMS OF REFERENCE DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

A. On the Terms of Reference

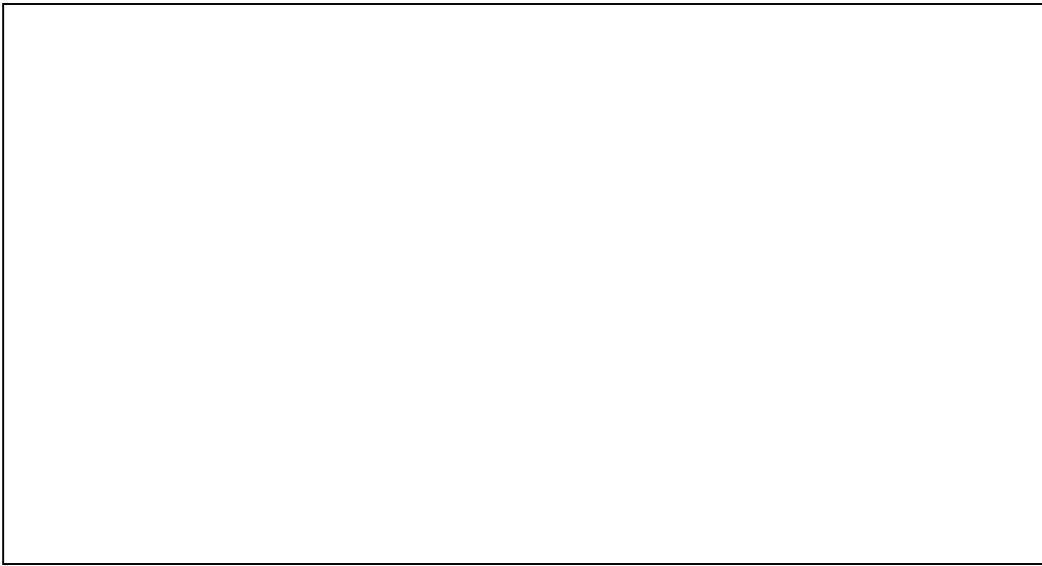
- 1.
- 2.
- 3.
- 4.
- 5.

B. On the data, services and facilities to be provided by the client.

- 1.
- 2.
- 3.
- 4.
- 5.

(Authorized Signature)
(Name & Title of Signatory)
Name and Address of the Firm

FROM - D: DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

A large, empty rectangular box with a thin black border, intended for the user to provide a description of the methodology and work plan for performing the assignment.

(Authorized Signature)

(Name & Title of Signatory)

Name and Address of the Firm

FORM - E: TEAM COMPOSITION AND TASK ASSIGNMENTS .

Sl. No.	Name	Position	Task(s)
1		Project Leader	
2		Resident Representative 1	
3		Resident Representative 2	
4		Resident Representative 3	
5			
6			
7			

II: Support Staff :

Sl. No.	Name	Position	Task(s)
1			
2			
3			
4			
5			
6			

(Authorized Signature)
 (Name & Title of Signatory)
 Name and Address of the Firm

FORM – F: FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF.

Name of Staff:

Nationality:

Date of Birth:

Name of the Firm:

Position in the Firm:

Jobs Handled :

Years of Service with Firm:

Membership in Professional Societies:

Detailed Tasks Assigned

Professional Qualifications:

* Give an outline of staff member's experience and training pertinent to preparation and filing of tariff petitions, ARR, True up Petitions etc.

Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page]

Education :

[Summarize college/university and other specialized education of staff member,

Employment Record:

For experience in last ten years, also indicate the types of activities performed and client reference]

Languages:

[For each language indicate proficiency, excellent, good, fair, or poor in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data
Correctly describe me, my qualifications, and my experience.

Date: _____

[Signature of staff member and authorized representative of the Firm] Day/Month/Year

Full Name of the staff member :

Full name of the authorized representative :

FORM - G: PROPOSED TIME SCHEDULE FOR THE PROJECT LEADER AND RESIDENT REPRESENTATIVES.

Name	Position	Reports/Activities.	Weeks(in the form of A Bar Chart)
1.	Project Leader		
2.	Resident Representative-1		
3.	Resident Representative-2		
	Resident Representative-3		

(Authorized Signature)

(Name & Title of Signatory)
Name & Address of the Firm

Part-IV

Financial Proposal Format

Form - H: FINANCIAL PROPOSAL SUBMISSION FORM

No.

Date:

To :

The Chief General Manager (HQ)
Assam Electricity Grid Corporation LTD
Bijulee Bhawan, Paltan Bazar
Guwahati-781001, Assam

Sir,

We, the undersigned, offer to provide the consultancy services for [Title of consultancy services] in accordance with your Bid Documents [Date] and our Proposal (Technical and Financial Proposals). Our attached Financial proposal is as per the Price Schedule submitted via e-tender portal.

Our Financial Proposal shall be binding upon us subject to the modifications/ alteration/ amendments resulting from Contract negotiations and as per the Bidding Document.

We understand you are not bound to accept any Proposal that you receive.

Yours sincerely,

(Signature of the authorized Signatory with seal)

(Name of the authorized Signatory)

(Name and Address of the Firm)

(Official Phone Nos. & E-mail ID of the firm)

Form-I: **PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE**
(To be stamped in accordance with stamp Act)

Ref.

Date

Bank Guarantee No.

Date

To :

The Chief General Manager (HQ)
Assam Electricity Grid Corporation LTD
Bijulee Bhawan, Paltan Bazar
Guwahati-781001, Assam

Dear Sir,

In consideration of Assam Electricity Grid Corporation Limited (hereinafter referred to as the 'Owner', which expression shall unless repugnant to the context or meaning there of include its successors, administrators and assigns) having awarded to M/s with its registered/Head office at (hereinafter referred to as 'Tariff Consultant' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract issued by Owner's Letter of Award No. dated and the same having been acknowledged by the 'Tariff Consultant', resulting in a Contract bearing No. datedvalued at for(scope of contract) and the 'Tariff Consultant' having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs.(in figure) (Rs.....) (in words) being. (10%) percent) of the said value of the Contract to the Owner.

We(Name & Address of Bank) ,having its Head Office at (hereinafter referred to as the 'Bank'), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns} do hereby guarantee and undertake to pay the Owner, on demand any all monies payable by the 'Tariff Consultant' to the extent of Rs.(in figure) (Rs.....) (in words) as aforesaid: at any time up to** (days/month /year) without any demur, reservation, contest, recourse or protest and/or without any reference to the 'Tariff Consultant' . **This shall be extended by the Bank , if required by the owner, for such period so that the validity of the Bank Guarantee remains for a minimum period of 90 days after the expected date of completion of the work.**

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

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee, from time to time to extend the time for performance of the Contract by the 'Tariff Consultant'. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the 'Tariff Consultant', and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the 'Tariff Consultant' or any other course or remedy or security available to the Owner. The Bank shall not be released to its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing what so ever which under law would, but for this provision have

the effect of relieving the Bank.

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

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs.(in figure) (Rs.....) (in words) and it shall remain in force up to and including and shall be extended from time to time for such period (not exceeding one year), as may be desired M/s on whose behalf this guarantee has been given.

Dated this day of 20 at

WITNESS :

.....

(Signature)

.....

(Signature)

.....

(Name)

.....

(Name)

.....

Address)(Official Address)

.....

(Official

Attorney as per power of Attorney No. Date

Notes : The stamp papers of appropriate value shall be purchased in the name of issuing bank.

Form- J:

PROFORMA OF CONTRACT AGREEMENT

(To be stamped in accordance with stamp Act)

This contract made thisday of of Two thousand between Assam Electricity Grid Corporation Limited (herein after referred to as "AEGCL") on the one part and Sri in his own behalf and on behalf of other member of the Joint family /proprietor of the firmS/O. Sri by religionP.O.P.S. District in the State of.....at present residing at village/Town..... P.O..... P.S. Districtor as partnership firm/Joint stock company duly registered under the Indian Partnership Act. 1932/Indian company Act. 1913/1956 bearing registration No.19 with the Registrar of Firms/Registrar of Joint Stock Companies atin the state of and having its registered office at acting through its namely SriS/O Permanent resident of village /TownP.O..... P.S. District in the State of.....at present residing at village/Town..... P.O..... P.S. District (hereinafter referred to as the "Tariff Consultant", which expression, shall unless excluded by or repugnant to the context including his/heirs, legal representative, successors, executors, administrators and permitted assigns) on the other part.

Whereas the AEGCL agrees to award the complete work of and the Tariff Consultant has agreed to execute the said work in accordance with AEGCL's E-Tender Notice Inviting No. General conditions of the tender and scope of works and Tariff Consultant proposal No dated and on the following terms and conditions.

i) The Tariff Consultant agrees to execute the above work and deliver the above said deliverables in conformity with the provisions of the General Terms and Conditions of NIT and

other documents referred to above which forms a part of this contract within the period specified in the bid document .

ii) The AEGCL hereby agrees to pay to the Tariff Consultant on due performance of the contract, price of Rs.(in figure) (Rs.....) (in words) from the AEGCL's fund in the manner and in accordance with the terms specified in the NIT as also in the Letter of Award vide letter . No. dated

iii) Other conditions, if any, to be mentioned

In witness where of the said parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first above written.

I signed by/or on behalf of the Tariff Consultant , duly authorized by the Tariff Consultant under deed/letter no. dated (Strike off the words not needed. Where the signature is made under authorization made by a deed resolution, the Tariff Consultant should furnish an attested copy of such deed/ resolution).

Signature on behalf of the AEGCL
(Seal of the AEGCL)

Signature on the behalf of the Tariff Consultant
(Seal of the Tariff Consultant)

1. Witness

1. Witness

2. Witness

2. Witness

ASSAM ELECTRICITY GRID CORPORATION LTD

GENERAL TERMS & CONDITIONS OF TENDER.

The following conditions are to be strictly fulfilled by the bidders while submitting their tenders.

1. Tenders not accompanied by the prescribed earnest money will be rejected outright.
2. Bidder has to accept the penalty clause as per specification otherwise tender will be considered as invalid.
3. Bid should be kept valid for acceptance for a period of (6) six calendar months from the date of opening of the bid. The bids valid for a period shorter than specified period shall be rejected as being non-responsive. In exceptional circumstances, AEGCL may request the bidder for a specified extension for the period of validity of the bid or Earnest Money or Performance Guarantee.
4. Incomplete tenders not containing the full details, technical particulars, delivery period etc. will be rejected.
5. Tender which is not submitted in the AEGCL's prescribed form shall be rejected. Any additional particulars can be furnished in the accompanying letter of statement.
6. Tender received in this office after the due date and time shall be rejected.
7. Prices must be indicated both in figures & words failing which the tender may be rejected.
8. Entire page of tender documents along with enclosure must bear company stamp and signature of the authorized signatory of the Bidder.
9. In case of any omission, confusion, typographical mistakes, AEGCL's interpretation will be final and shall prevail.

- 10. Offers must be made complete in all respect.

- 11. Bidder shall note and confirm that the scope of work shall fully complied with the technical specifications and meet AEGCL’s requirement as far as practicable.

- 12. Bidder shall note that prices shall remain FIRM during contractual/execution period.

- 13. Bidders shall note and confirm that the AEGCL and its duly authorized representative(s) shall have access to the financial model/Business Plan and other documents of the selected bidder, used during the execution of work detailed in scope of work.

- 14. Successful bidder shall have to submit Bank Guarantee as stipulated under Contract Guarantee & Performance Guarantee clauses and will have to execute a Contract Agreement within the stipulated period, in the event of an order is placed.

- 15. Bidders shall accept all the above terms & confirm their acceptance.

* * * * *