

**REQUEST FOR PROPOSALS  
FOR  
Consultancy Services for Assistance in Development &  
Implementation of Financial Restructuring Plan  
For**

**Assam Electricity Grid Corporation Limited (AEGCL)**



**RFP NO: AEGCL/HQ/ACCTTS/FRP/19-20/01 dated 22-11-2019.**

**Registered Office: Assam Electricity Grid Corporation Ltd.  
Bijulee Bhawan, First Floor, Paltanbazar,  
Guwahati - 781001**

**For any clarification, please contact:**

**Mr. Suresh Kaimal, DGM(F&A)  
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Email: [aegcl2013@gmail.com](mailto:aegcl2013@gmail.com)**

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## **PART-A**

### **1. Background**

Assam Electricity Grid Corporation Limited (AEGCL) owns and operates the transmission system previously owned by Assam State Electricity Board (ASEB). AEGCL has started functioning as a separate entity from December 10, 2004. The Government of Assam vide Notification No. PEL.151/2003/Pt/3/349 dated August 16, 2005 issued order to give effect to the reorganization of the ASEB and finalization of the provisional Transfer effected as per the provisions of the Act and the First Transfer Scheme. The Government of Assam notified the opening Balance Sheet based on the Audited Accounts of ASEB as on March 31, 2005 vide Notification No. PEL/114/2006

AEGCL has been developing, operating and maintaining transmission system consisting of total line length of 5701 ckt. Km and sixty-five (65) grid substations at different voltage levels along with associated equipment and terminal bays, etc.

As on March 2019, AEGCL has transmitted 8929.69 MU against requirement of 10023.22 MU energy from various sources of generations and inter-state and inter-regional import points of Distributions Network of Assam. During the same period the transmission system of AEGCL is able to meet the maximum demand of 1809 MW of the Distribution Companies of Assam against the actual maximum demand of 1900 MW. This restriction is mainly due to low generations and bottlenecks in the transmission network have contributed to this restriction.

In the Nineteen Electric Power Survey Report of India (conducted by Central Electricity Authority of India) the maximum electricity demand in the state of Assam will be 2713 MW in the year 2021-2022 and energy requirement of the same year is estimated at 14051 MU. The Government of India has already planned to make power available for all for 24x7 by 2020-21.

In order to meet the growing demand for power by the distribution company and evacuating the power expected to be available from upcoming intra/inter-state generating stations, AEGCL has prepared a comprehensive business plan to expand the transmission network in the state of Assam through various network/system improvement measures, capacity augmentation and adding new sub-stations and transmission lines in next five years under various schemes like AIIB, Assam Power Development Program Phase-III (4510.6 crores), Power Sector Development Fund (80 crores), Trade Development Fund (45 crores), GoA Annual Plans (187.2 crores), North Eastern Region Power System Improvement Project (NERPSIP) (1082.48 crores), etc.

To achieve the ambitious transmission system strengthening plans in terms of investments and timelines of AEGCL requires a robust financial system. AEGCL like other transmission utilities face challenges in the areas related to financial management, high accumulated losses, inadequate tariff coverage, cash deficit, etc. The poor financial health of AEGCL continue a serious issue for management as indicated through reducing net worth of AEGCL from the last 5 years from ₹ (-)11.86 Crores in FY 2013-14 to ₹ (-)15.18 Crores in FY 2018-19 (As shown in Annual

Accounts of AEGCL for the FY 2018-19). Detailed Financial Restructuring Plan (FRP) will have to be defined in an implementable manner and implemented to ensure AEGCL financial and operational sustainability. FRP will help the AEGCL to clean up the financial Statement to attract more investment, ease up cash flow through restructuring & re-scheduling of liabilities payable to lenders, enhance the commercial viability of the business.

## **2. Objective(s) of the Assignment**

AEGCL intends to hire the services of team of qualified and highly experienced Finance and Restructuring experts to assess the operating and financial performance of AEGCL, develop the FRP considering financial health of AEGCL, and identify the potential risks and issues which may have an impact on the successful implementation of FRP.

## **3. Scope of Services**

The scope of services of the Consultant, will inter-alia include, but not be limited to the following:

- a) Diagnostic financial analysis of Assam Electricity Grid Corporation Ltd (AEGCL) to assess liquidity, solvency, operating efficiency, profitability and other major non-recurrent events that might have impacted the financial performance of the AEGCL in recent years to provide a basis for recommendations for future financial improvements.
- b) Develop a financial restructuring plan to help AEGCL achieve prudent financial sustainability benchmarks. Propose various options such as conversion of debt & grant received from the government into equity, debt forgiveness by the government, reduction in interest rates by the government on government loans, restructuring of debt repayment schedules on debt owed to the government, fresh equity injection, past unfunded GPF employees liability to be borne by government, treatment of dues between various agencies, write-off of bad debts, accumulated losses, removal of odd balances from Balance Sheet etc.
- c) Estimate the financial impact of the restructuring plan on tariff;
- d) Identification of potential risks and issues which may have an impact on the successful implementation of FRP and suggestion of appropriate risk mitigation measures;
- e) Prepare an implementation action plan including a timeline for gradually achieving key benchmarks.

- f) Organize workshop to present and discuss the preliminary findings and recommendations, and finalize the report by incorporating comments received.
- g) To provide support in implementing the Financial Restructuring Plan.

#### **4. Duration of the Project:**

The total duration of the project shall be for a period of 6 (six) months from date of issue of Notification of Award (NoA).

- First 3 months for final submission of Financial Restructuring Plan.
- Next 3 months for Support services for implementation of Financial Restructuring Plan.

#### **5. Qualification Criteria of Consultant Firm and Experts**

The Consulting Firm :-

- Should be an incorporated/registered entity
- Annual Turnover of the Consultant firm shall not be less INR 50 Crores during last three years. The firm shall have to submit audited financial statements for the last 3 (three) Financial years and turnover certificate from CA.
- Should have at least 5 years experience in providing advisory/consulting services in the field of preparation of Financial Restructuring Plan for Power sector central/state utilities.

#### **Team:**

The firm of consultants is expected to depute a team as detailed below :

#### **Key Personnel**

##### **Restructuring Expert and Team Leader: National, 1 person**

- CA/CMA/MBA(Finance).
- Minimum 10 years' experience specially in power sector restructuring as well as for restructuring assignments of large utility in India.

**Finance Expert: National 2 person**

- MBA(Finance)/ CMA/CA.
- Minimum 5 years' experience in power sector financial management and financial accounting/reporting processes.

**Financial Analyst: 1 person**

- CA/CMA/CFA/MBA(Finance).
- Financial Experience of at least 3 years in financial management, accounting & implementation of accounting system in power sector utilities.

**6. SELECTION METHOD**

QCBS (Quality & Cost Based Selection) system shall be adapted for selection of successful bidder. The weightage assigned is **80% (Eighty Percent) for technical score and 20% (Twenty Percent) for financial score.**

**6.1 Technical Evaluation:**

Each responsive Proposal will be given a technical score (St).The Technical evaluation will be done on the basis of the following criteria with maximum marks of 100. The weightage for each factor of the criteria shall be follows:

Sl. No.	Criteria	Marks
1.	The bidder should have engaged in areas covered under the scope with one or more power utility for more than 5 years (5 years – 10 Marks, every additional 1 year experience will carry 1 marks extra subject to maximum 20 marks) (Supporting documents must be submitted)	20
2.	The entity should demonstrate strong credentials in the area of power sector wherein it has assisted one or more utility engaged in transmission (1 engagement – 5 Marks, every additional 1 engagement will carry 1 mark extra subject to maximum 15 Marks) (Supporting documents must be submitted)	15
3.	Experience of working with Power Sector Regulator (Supporting documents must be submitted)	10

Sl. No.	Criteria	Marks
4.	Team composition – personnel on the roll of consultant.  a) Team Leader: with more than 10 years having broad experience in power sector restructuring as well as large utility restructuring assignments in India.(10 years experience = 10 Marks, every additional 1 year experience will carry 1 marks extra subject to maximum 20 marks)  (Supporting documents in the form of CV must be submitted)	20
	b) Finance Expert: with minimum 5 years of experience in financial management and financial accounting/reporting. (5 years experience = 5 Marks, every additional 1 year experience will carry 1 mark extra subject to maximum 10).  (Supporting documents in the form of CV must be submitted)	10
	c) Financial Analyst: at least 3 years in financial management, accounting & implementation of accounting system in power sector utilities (3 years experience=3 Marks, every additional 1 year experience will carry 1 marks extra subject to maximum 10)  (Supporting documents in the form of CV must be submitted)	10
5	Write up on methodology & Approach for performing the Assignment.	15
	<b>Total Marks</b>	<b>100</b>

### **6.2 Price Proposal Evaluation:**

- The financial proposals of only those bidders who score 60 marks or more in technical evaluation shall be opened for evaluation.

Scoring for price proposals shall be done as below:

- Financial Score of lowest quoted bidder = 100

$$\text{Financial Score of any other bidder} = \frac{(\text{Price of lowest responsive bidder})}{(\text{Price quoted by that bidder})} \times 100$$

### **6.3 Ranking of proposals**

Final score shall be calculated based on technical score and financial score as below:

T: Technical score  
F: Financial score

The Final Total score will be worked out by adding the weighted marks on technical and financial proposals i.e. Final Score for particular bidder

$Final\ Score = T \times 0.80 + F \times 0.20$
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Once the final scores for each proposal have been calculated, they shall be ranked from highest to lowest. In the event two or more proposals have the same scores in the final ranking of proposals, the proposal with the highest technical score will be ranked higher and the next highest technical score will be ranked lower. After the final ranking, the highest-ranked consultant shall be notified NoA.

## 7. Deliverables and Payment Milestones

### Deliverable:

SL	Deliverables	Submission Date (from the date of NoA)
1.	Report on Diagnostic financial analysis of AEGCL	2 Weeks
2.	Report on Draft Financial Restructuring Plan	8 Weeks
3.	Final Report	13 Weeks
4.	Monthly status report in support for implementation	26 weeks.

### Payment Milestones:

- Payment of 100% will be made against progressive monthly bills within four (4) weeks from the date of submission of bills. Deduction of Retention Money amounting to 10% will be made from the progressive bill. Retention money amount will be held by the Purchaser till the work under the scope of contract is successfully completed and the completion certificate is issued. For release of retention money, contractor has to apply along with the completion certificate. AEGCL shall pay the Consultant, subject to satisfactory performance of the contract, as per following milestone payment schedule. Satisfactory performance of the contract is measured by Milestones achieved, deliverables handed over to purchaser (and accepted by purchaser) and adherence to delivery schedule.

SL	Payment Milestones	Payment % (of Contract Value)
1.	Submission of Report on Diagnostic financial analysis of AEGCL	10
2.	Submission of Draft Financial Restructuring	20



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SL	Payment Milestones	Payment % (of Contract Value)
	Plan	
3.	Work shop on Financial Restructuring Plan.	10
4.	Final Report	20
5.	Approval of Financial Restructuring Plan by Management	20
6.	Support services for Implementation of Restructuring Plan.	20 (To be paid in 2 equal monthly installments)

**8. AEGCL's Input and Counterpart Personnel**

- a) Seating accommodation with Internet facility shall be provided if available.
- b) Support counterpart personnel shall be provided as and when required.
- c) Access to project data and reports to facilitate preparation of the FRP shall be provided.

## **PART-B**

### **General Terms and Conditions**

General instructions to be followed by the Bidders are as follows-

#### **1. Tender Document:**

Tender Document can be downloaded from AEGCL's website [www.aegcl.co.in](http://www.aegcl.co.in) and <https://assamtenders.gov.in> (e-tender portal). Bidders will have to pay Tender Processing Fees at the e-tender portal which is non-refundable.

For participating in the RFP, bidder must register in the e-tender portal and also possess Digital Signature Certificate. For details, please visit <https://assamtenders.gov.in>.

#### **2. Earnest Money:**

a) The bid must be accompanied by an Earnest Money of ₹ 1 lakh (Rupees one lakh) which shall have to be paid online.

b) The proof of submission of EMD amount must be uploaded along with the Technical Bid.

c) 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.

In the event of the successful Bidder fails to sign the agreement with AEGCL *within 10 working (ten) days* from date of receiving notice of award of contract and fails to submit Performance Guarantee as specified in this document, the Earnest Money Deposit will be forfeited to compensate the damage caused to AEGCL. The Earnest Money of the successful bidder shall be returned on submission of Performance Guarantee.

#### **d) 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 placed within the validity period of the offer, 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.

### 3. Submission of Bid:

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

#### **Documents required to accompany the Bid:**

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

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

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 GSTIN registration.
10.	Certified copy of last 3 (three) Financial Years audited financial statements.

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.

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.

**Prices:**

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.

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.

**4. 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 CGM, (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 paid by AEGCL against the Bank Guarantee.

**5. Currencies of Bid:**

Prices shall be quoted in Indian Rupees only.

**6. 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.

**7. Clarification of Bids :**

To assist in the examination, evaluation and comparison of bids, AEGCL 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.

**8. Time for signing the contract:**

The bidder shall sign the contract agreement with AEGCL within 10 (ten) days after receiving Notice of Award of Contract.

PART-C

FORM-A: Proposal Submission Form

To,

The Chief General Manager (F&A)  
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 3 (Scope of Services).

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

Sl. 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 GSTIN and registration number.
10.	Certified audited financial Statement for last 3 (three) Financial Years.
11.	Price schedule

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 onus. 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

(Authorized Signature)

(Name of the Signatory)

Name and Address of the Firm

Dated this \_\_\_\_\_ day of \_\_\_\_\_

(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.**

<b>Sl. No.</b>	<b>Details of Evaluation Criteria</b>	<b>Details to be submitted by the Bidders</b>
1.	The bidder should have engaged in areas covered under the scope with one or more power utility for more than 5 years.	Supporting documents in the form of work order/completion certificate must be submitted
2.	The entity should demonstrate strong credentials in the area of transmission of power wherein it has assisted one or more utility in transmission	Supporting documents in the form of work order/completion certificate must be submitted
3.	Experience of working with regulator Sector Regulator.	Supporting documents must be submitted
4.	Team composition – personnel on the roll of consultant.	
5.	a) Team Leader: with more than 10 years having broad experience in power sector restructuring as well as large utility restructuring assignments in India.	Supporting documents in the form of CV as per FORM-F must be submitted.
6.	b) Finance Expert: with minimum 5 years of experience in financial management and financial accounting/reporting.	Supporting documents in the form of CV as per FORM-F must be submitted.
7.	c) Financial Analyst: at least 3 years in financial management, accounting & implementation of accounting system in power sector utilities	Supporting documents in the form of CV as per FORM-F must be submitted.
8.	Write up on methodology & Approach for performing the Assignment.	Supporting documents in the form of write up.

**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.

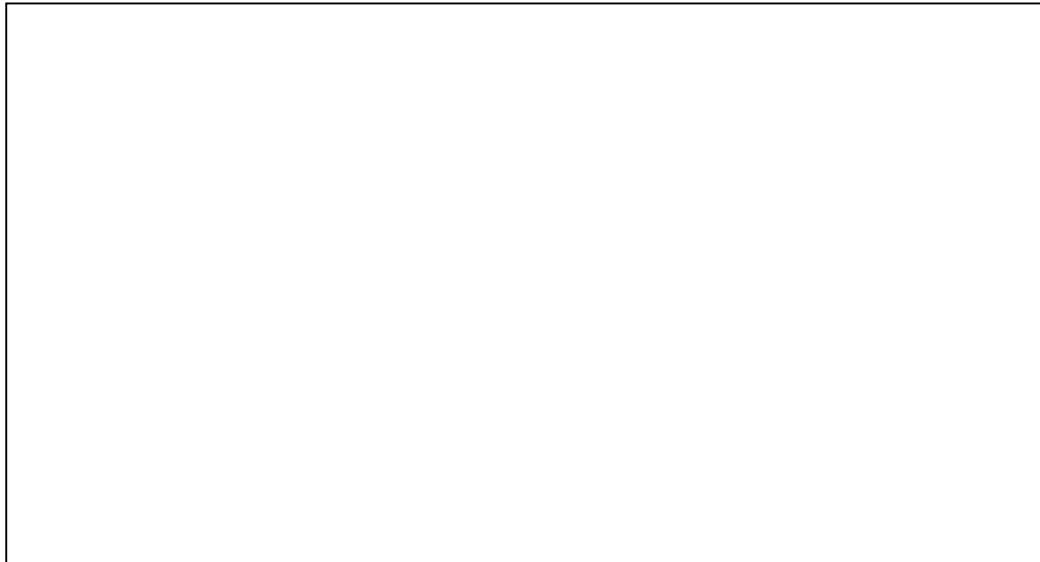
- 1.
- 2.
- 3.
- 4.
- 5.

(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



(Authorized Signature)

(Name & Title of Signatory)

Name and Address of the Firm

**FORM - E: TEAM COMPOSITION AND TASK ASSIGNMENTS .**

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

II: Support Staff:

<b>Sl. No.</b>	<b>Name</b>	<b>Position</b>	<b>Task(s)</b>
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.**

**Format of Curriculum Vitae (CV) for Proposed Professional Staff**

**Proposed Position:**

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession:

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies:

\_\_\_\_\_

Detailed Tasks Assigned:

\_\_\_\_\_

**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. 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, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

\_\_\_\_\_

**Employment Record:**

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*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about three-quarters of a page.]*

**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 staff member:** \_\_\_\_\_

**Full name of 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 and Address of the Firm

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

Ref. .... Date .....

Bank Guarantee No. .... Date .....

To  
The Managing Director,  
Assam Electricity Grid Corporation Limited,  
Bijulee Bhawan, Paltan Bazar,  
Guwahati-781001, Assam

Whereas \_\_\_\_\_ [Name & Address of the contractor] (hereinafter called "the contractor") has undertaken, in pursuance of \_\_\_\_\_ (work order No. dated) to execute \_\_\_\_\_ [Name of the contract and brief description of the work] (hereinafter called "the contract").

And whereas it has been stipulated by you in the said contract that the contractor shall furnish you with the bank guarantee by a recognized/schedule bank for the sum specified therein as security as compliance with its obligations in accordance with the contract.

And whereas we have agreed to give the Consultant such a Bank Guarantee.

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor upto a total of Rs. \_\_\_\_\_ only, such sum being payable in the currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limit of Rs. \_\_\_\_\_ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demands for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us the demand.

We further agree that no change or addition to or other modification of the terms of the contract

or of the works to be performed there under or any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Guarantee shall be valid until the date, \_\_\_\_\_ (No. of days) beyond the warranty period as per the contract.

“Notwithstanding anything contained herein :

1. Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Amount of the Guarantee)
2. The Bank Guarantee shall be valid upto and till \_\_\_\_\_ (Date) only being the date of expiry of the Guarantee end.
3. We are liable to pay up to the guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the Guarantee period and all your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before \_\_\_\_\_ (date) being the expiry of the claim period.

In witness whereof the Bank, through it's authorize officer, has set its hand stamp on this \_\_\_\_\_ (date of signing) at Guwahati.

Signature and Seal of the Gurantor \_\_\_\_\_

Name of the Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

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



**Form- I: PROFORMA OF CONTRACT AGREEMENT.**

(To be stamped in accordance with stamp Act)

This contract made this .....day 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 firm .....S/O. Sri ..... by religion .....P.O. ....P.S. .... District ..... in the State of.....at present residing at village/Town..... P.O..... P.S. .... District .....or ..... 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 at .....in the state of ..... and having its registered office at ..... acting through its . ..... namely Sri .....S/O ..... Permanent resident of village /Town .....P.O..... P.S. .... District ..... in the State of.....at present residing at village/Town..... P.O..... P.S. .... District ..... (hereinafter referred to as the "Financial Restructuring 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 'Financial Restructuring 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 Financial Restructuring Consultant proposal No ..... dated ..... and ..... on the following terms and conditions.

- i) The 'Financial Restructuring 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 'Financial Restructuring 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 'Financial Restructuring Consultant ..... , duly authorized by the 'Financial Restructuring 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  
of the AEGCL)

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

1. Witness

1. Witness

2. Witness

2. Witness

PART-D:

SAMPLE PRICE SCHEDULE

Sl. No.	Description	Unit (Rs.)	GST (Rs.)	Total (Rs.)
1.	Consultancy Services for Assistance in Development & Implementation of Financial Restructuring Plan for Assam Electricity Grid Corporation Limited (AEGCL)			
2.	Support services for Implementation of Financial Restructuring Plan.			