

ASSAM ELECTRICITY GRID CORPORATION LIMITED

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

CIN: U40101AS2003SGC007238

Phone: 0361-2739520/Fax: 0361-2739513

Web: aegcl.co.in, E-mail: gm.mpr@aegcl.co.in



E-Tender Notice

For

Appointment of Tariff Consultant on Retainership Basis

for

Assam Electricity Grid Corporation Ltd

BID IDENTIFICATION NO:

AEGCL/MD/TECH-951/TARIFF CONSULTANT/2021/01

TENDER SPECIFICATION

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SECTION-1

Information for Bidders

(A) INTRODUCTION:

1. 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 prevailing Assam Electricity Regulatory Commission (Terms and Conditions for determination of Multi Year Tariff) Regulations, Assam Electricity Grid Corporation Ltd (hereinafter referred to as AEGCL), needs to file separate True Up, APR and Review (if require) petitions for relevant financial years of the Control Period of FY 2019-20 to FY 2021-22 and Multi Year Tariff petition for the control period of FY 2022-23 to FY 2024-25, Separate True Up, APR, Revised ARR, & Review (if require) 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 30thNovember (the timeline may vary) of the preceding financial year.**

2. 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 True Up Tariff petition, APR (Annual Performance Review) Tariff petition and ARR (Aggregate Revenue Requirement) Tariff petition for Assam Electricity Grid Corporation Limited & State Load dispatch center.
- b) Compliance report - Report furnished on the outstanding directives of A E R C 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
- d) MYT control period shall mean FY 2022-23 to FY 2024-25 and so forth

2.2. **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 2 (Two) parts, i.e., Part-A, Part-B

PART-A

- a) Assignment on Preparation of tariff related document as per prevailing regulations is detailed as per the table below:

S. No.	ACTIVITIES	Timeline as per AERC
1	Preparation of Business/Capital Investment Plan for AEGCL & SLDC for the control period of FY 2022-23 to FY 2024-25	August 2021
2	Preparation of True-up petition for FY 2020-21 for AEGCL & SLDC	November 2021
3	Preparation of Annual Performance Review (APR) petition for FY 2021-22 for AEGCL & SLDC	November 2021
4	Preparation of MYT petition for the control period of FY 2022-23 to FY 2024-25 for AEGCL & SLDC	November 2021
5	Preparation of Review Tariff Petition if require	May 2022
6	Preparation of True-up petition for FY 2021-22 for AEGCL & SLDC	November 2022
7	Preparation of Annual Performance Review (APR) petition for FY 2022-23 for AEGCL & SLDC	November 2022
8	Preparation of ARR and Tariff Petition for FY 2023-24 for AEGCL & SLDC	November 2022
9	Preparation of Review Tariff Petition if require	May 2023
10	Preparation of True-up petition for FY 2022-23 for AEGCL & SLDC	November 2023
11	Preparation of Annual Performance Review (APR) Petition for FY 2023-24 for AEGCL & SLDC	November 2023
12	Preparation of ARR and Tariff Petition for FY 2024-25 for AEGCL & SLDC	November 2023
13	Preparation of Review Tariff Petition if require	May 2024
14	Preparation of presentations for SAC meetings and any other assignments issued by the AERC, attending all public and other hearings organized by the AERC during the contract period.	

***Timelines for submission are tentative and shall be changeable as per the need of AEGCL & AERC**

- b) Validation of data on behalf of AEGCL & SLDC for AERC as and when required as per the directive of AERC.
- c) Filing of final Tariff Petitions for AEGCL & SLDC 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.
- d) In the event of a decision by AEGCL/SLDC 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/SLDC at New Delhi about the grounds of appeal to the full satisfaction of the conducting lawyers appointed by AEGCL/SLDC.
- e) Preparation of report on the matter of Business Plan of AEGCL & SLDC and Tariff related issues of AEGCL & SLDC and presentation of Power Point Presentation thereof before the State Advisory Committee (SAC) Meeting and the State Co-ordination Committee Meeting or any other Committee specified by the AERC with the approval of the Competent Authority of AEGCL/SLDC.
- f) Attendance of Public Hearing at Guwahati or other places in Assam as decided by AERC on Tariff Proposals of AEGCL/SLDC 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/SLDC for record
- g) Prepare replies to the observations/comments of different consumers/consumer forums on the True-up/APR/ARR/MYT submitted by AEGCL/SLDC.
- h) Any change/amendments in Regulations shall have to be addressed in all aspects by the consultant during the contract period.
- i) Assistance in preparation of replies/reports etc as per Directive/Queries/Suggestions of AERC

PART-B

- a) Preparation of Energy Audit Report for AEGCL.
- b) The Energy audit report shall specifically analyze the transmission loss data of AEGCL

3. ELIGIBILITY & QUALIFYING CRITERIA

- 3.1. The invitation of bid is open to all the 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 evidence thereof:
- a) That it has worked as a consultant, who is well acquainted with the working of State Transmission Utilities, LDCs, Distribution Licensees, Generating Companies, Central/State Electricity Regulatory Commissions, etc. for the past 10 years immediately preceding March 2021.
 - b) 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
 - c) That it possesses adequate experience in successfully executing at least three(3) jobs of preparation of business plans and tariff petitions of State Electricity Boards/State Transmission Utility/Distribution Licensee/LDCs/Generating Company during the last 7 years (immediately preceding March 2021) 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 of which atleast one job should be

related to filing of MYT Business Plan/ MYT Tariff Petition.

- d) That it has carried out the preparation of fixed asset register for atleast2 (two) different years for Power Generation /Transmission/ SLDC/ Distribution utilities.
- e) 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
- f) That it has adequate technical and financial capabilities to carry out the task as per scope of work.
- g) That it has a minimum average annual turnover of Rs. FiftyCrore (Rs. 50 Crore) in consultancy businessduring the last three(3) financial years preceding FY2020-21, i.e., FY 2017-18,FY 2018-19 and FY 2019-20 (The bidder shall provide the photocopies of the relevant documents as proof of this).
- h) Consortium/ Joint venture/ sub-contracting is not allowed**

- 3.2. The consultant shall be required to continuously maintain two (2) resident consultants at AEGCL's headquarter, who should be at least graduate in Engineering/MBA(Finance)/ MBA (Power management)/ CA with minimum experience of three (3) years in Power Sector and successfully filing of at least two (2) Tariff Petitions for Electricity utilities under the Indian Electricity Act, 2003 before any of the State Electricity Regulatory Commissions or review of Tariff Petitions filed by Electricity Utilities on behalf of Central/ State Electricity Regulatory Commissions.

4. TENDER DOCUMENT

The bidder shall submit the techno commercial & price bid through e-tendering portal <https://assamtenders.gov.in>. All documents as required by this bidding document shall be scanned and uploaded in the portal. Price schedule should be submitted in the format provided in the online portal. Bidder must go through the document checklist provided in this bidding document and submit all required document. Bidders are also requested to submit the information in the format provided in this bidding document where applicable.

In addition to the online bid submission, (i) Original copy of **EMD**, (ii) Duly filled and signed **tender submission form** and (iii) **Authorization letter of bid signatory** must be submitted in a sealed envelope superscribed with the name of bidder, full address, IFB reference, name of work etc. at the office of the Managing Director, Assam Electricity Grid Corporation Ltd, Bijulee Bhawan, Paltan Bazar Guwahati-781001 **one hour prior to bid submission end date and time. In case these documents are not received, the bid shall be summarily rejected.**

4.1 QUERY ON THE BIDDING DOCUMENT:

Prospective bidder may submit queries, if felt necessary, requesting clarification of any bid clause. Such queries must be submitted in the e-tendering portal latest by the **Tender clarification end date and time** mentioned in the Bid Data Sheet. Purchaser shall clarify to the extent felt necessary or issue corrigendum for any amendment required in the bidding document. Such corrigendum/clarification shall be made available in the e-tendering portal and official website of AEGCL, www.aegcl.co.in . Any query submitted outside the e-tender portal viz. email, or in physical letters, shall not be entertained.

4.2 CLARIFICATION OF BIDS

To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids.If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

4.3 DEADLINE FOR SUBMISSION OF BIDS

Bids shall be received ONLINE only on or before the date and time indicated in the NIT. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

4.4 BID VALIDITY

The validity of bid shall be for **180(One Hundred Eighty) days** from the date of bid submission end date.

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.

5. EARNEST MONEY

The bid must be accompanied with earnest money as mentioned in the NIT against the works to be deposited

- a. in the form of Bank Guarantee (BG) of Nationalized or scheduled Bank
or
- b. in the form of FD/Term Deposit pledged in favour of "The Managing Director, AEGCL".
or
- c. Online through E-Tender portal.

The EMD should be submitted along with Techno-Commercial bid. The earnest money will be released to the unsuccessful bidders on finalization of the tenders. The EMD to the successful bidder will be released on submission of Security Deposit after execution of the contract agreement.

EMD (in Rs.)	INR 3,50,000/- only
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6. DEVIATIONS, RESERVATIONS, AND OMISSIONS:

During the evaluation of bids, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

7.0 PURCHASER'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS:

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

8. DOCUMENTS REQUIRED TO ACCOMPANY THE BID

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

- a) Technical Proposal
- b) Financial Proposal

8.2 The bid shall contain the following documents:

S. No.	Documents to be uploaded
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S. 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 Planfor 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 thefirm
7	FORM - G: Proposed Time Schedule for the Project Leader and Resident Representatives
8	Certificate of Incorporation
9	Self-attested copy of PAN number
10	Self-certified copy of the GST registration.
11	Audited Balance Sheet and Profit & Loss Statement for FY 2017-18, FY 2018-19 & FY 2019-20
12	Certificate of Turnover for FY 2017-18, FY 2018-19 & FY 2019-20
13	Copy of the Power of Attorney duly authorized by a Public Notary indicating that persons signing the bid have the authority.

8.3 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.

8.4 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.

9. PRICES

9.1 Bidders shall quote for the entire service on a 'single responsibility' basis exclusive 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. GST shall be paid as per the prevailing rate.

9.2 **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. CURRENCIES OF BID

10.1 Prices shall be quoted in Indian Rupees only.

11. EVALUATION OF TECHNICAL BIDS

11.1 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.

11.2 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.

11.3 Evaluation of technical bids will be done by an Evaluation Committee constituted by AEGCL based on information/documents submitted by the bidders.

12. EVALUATION CRITERIA

12.1 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.

12.2 Responsive Bids shall only be taken up for evaluation.

13. EVALUATION OF TECHNICAL BIDS:

13.1 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 each bidder

S. No.	Criteria	Marks
A	Evaluation of Technical Capability of the Firm	60 Marks
1.	<p>The Bidder should have experience of working with atleast 1 Power Transmission Utilities during past 7 years completing as on 31st March 2021</p> <ul style="list-style-type: none">• 1 Power Transmission Utilities – 2 Marks• 2 Power Transmission Utilities – 5 Marks• 3 Power Transmission Utilities – 10 Marks• 4 Power Transmission Utilities –12 Marks• 5 Power Transmission Utilities – 14 Marks• 6 or more Power Transmission Utilities – 15 Marks <p><i>*For the purpose of clarity, all the assignments executed with one transmission utility shall be considered as one assignment only</i></p>	15 Marks
2.	<p>The Bidder should have experience of completing atleast150 months ofretainership assignmentspertaining to Regulatory and Tariff with Power Utilities during past 7 years completing as on 31st March 2021</p> <ul style="list-style-type: none">• 200 > No. of months \geq 150 – 15 Marks• 250 > No. of months \geq 200 – 20 Marks• 300 > No. of months \geq 250 – 25 Marks• No. of months \geq 300 – 30 Marks <p><i>*For the purpose of evaluation, the retainership assignments having minimum continuous duration of atleast 6 months shall be considered.</i></p>	30 Marks
3.	<p>The Bidder having experience of atleast 24 months of work experience with APGCL/AEGCL/APDCL during past 7 years completing as on 31st March 2021</p> <ul style="list-style-type: none">• 30 >No. of months \geq 24 – 2 Marks• 36> No. of months \geq 30 – 3 Marks• 42> No. of months \geq 36 – 4 Marks• No. of months \geq 42 – 5 Marks	5 Marks

S. No.	Criteria	Marks
4.	<p>The Bidder should have completed the preparation of Fixed Asset Register (FAR) for Power Utilities (Generation/ Transmission/ SLDC/ Distribution) during past 7 years completing as on 31st March 2021</p> <ul style="list-style-type: none"> • FAR prepared for 2 distinct years – 4 Marks • FAR prepared for 3 distinct years – 6 Marks • FAR prepared for 4 distinct years – 8 Marks • FAR prepared for 5 or more distinct years – 10 Marks 	10 Marks
B	Evaluation of Financial Capability of the Firm	10 Marks
1.	<p>The Bidder should have minimum average turnover of Rs. 50 Cr.</p> <ul style="list-style-type: none"> • 100 Cr > Turnover ≥ 50 Cr – 4 Marks • 150 Cr > Turnover ≥ 100 Cr – 6 Marks • 200 Cr > Turnover ≥ 150 Cr – 8 Marks • Turnover ≥ 200 Cr – 10 Marks 	10 Marks
C	Evaluation of proposed manpower for the assignment	25 Marks
1.	<p>Team Leader</p> <p>Team Leader shall be a Graduate in Engineering Degree and MBA (Finance)/ (Power Management) or Chartered Accountant and shall have minimum 7 years of experience in Power Sector</p> <p><i>7 marks for 7 years of experience with additional one marks for each year of experience subject to maximum of 10 marks</i></p>	10 Marks
2.	<p>Resident Team Member 1</p> <p>Resident Team Member 1 shall be a Graduate in Engineering Degree and MBA (Finance)/ MBA (Power Management)/ Chartered Accountant and shall have minimum 5 years of experience in Power Sector</p> <p><i>7 marks for 5 years of experience with additional one marks for each year of experience subject to maximum of 8 marks</i></p>	8 Marks
3.	<p>Resident Team Member 2</p> <p>Resident Team Member 2 shall be a Graduate in Engineering Degree/ MBA (Finance)/ MBA (Power Management)/ Chartered Accountant and shall have minimum 3 years of experience in Power Sector</p> <p><i>6 marks for 3 years of experience with additional one marks for each year of experience subject to maximum of 7 marks</i></p>	7 Marks
D	Description of Approach & Methodology and Work Plan to execute the assignment	5 Marks
	Total (A + B + C + D)	100 Marks

13.2 The Bidder is required to submit the documentary evidence in support of the qualifying and evaluation requirements as specified for this tender. For the purpose of evaluation, ongoing as well as completed assignment shall be considered

13.3 If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications subject to approval of AEGCL.

13.4 After scrutiny and evaluation of technical bids the **bidders who have secured minimum 70 (Seventy) marks as per criterion laid down shall be short listed for price bid opening.**

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

14. OPENING OF FINANCIAL BID

14.1 The shortlisted bidders as determined vide para 13 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.

15. EVALUATION OF FINANCIAL BIDS

15.1 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. FINANCIAL AND TECHNICAL SCORES

16.1 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:

- a) Technical Proposal – 80%
- b) Financial Proposal – 20%

The bidder scoring the highest combined technical and financial score shall be considered as successful bidder.

17. POINTS FOR DISCUSSION / NEGOTIATION

17.1 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.

17.2 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.

17.3 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.

17.4 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. 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. OTHER IMPORTANT INFORMATION

19.1 The bids will be evaluated by AEGCL to ascertain the **technically 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. SIGNING OF THE CONTRACT AGREEMENT

20.1 Within two (2) weeks 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. PERFORMANCE SECURITY

21.1 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/DD/Fixed Deposit 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 in the form of an irrevocable Bank Guarantee in favor of Assam Electricity Grid Corporation Ltd.
- 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 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.

22. CONFIDENTIALITY

22.1 The successful Bidder shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out its obligations under it. The successful Bidder shall not publish any information, drawings or photographs concerning the works, or permit to be published, otherwise disclose any particulars of the Contract in any trade or technical paper or any document or elsewhere without prior consent in writing from Competent authority of AEGCL, and subject to any terms and conditions that they may be prescribed. The successful Bidder shall ensure that all the output/ deliverable/ information are considered as confidential.

A Non-Disclosure Agreement has to be signed by the successful Bidder prior to commencement of work.

23. CONTRACTUAL FAILURE

23.1 In the event of contractual failure of any respect on the part of the successful Bidder, AEGCL shall be entitled to terminate the Contract and forfeit the security deposit/Performance security or any deposit from this or his other contracts towards the recovery of AEGCL's claim for damages arising out of the failure. In addition, AEGCL may black-list or ban the successful Bidder or pending enquiry, suspend him or take any other steps considered suitable.

24. VALIDITY OF THE CONTRACT

24.1 The contract is expected to remain valid for a period of three (3) years from the date of signing of the contract. Upon successful completion of Contract Period, both the parties, if mutually agree, may extend the validity of the Contract by a further period as per requirement of AEGCL on Pro-Rata basis (on Contract Price).

Section-2
TERMS OF REFERENCE

Terms of Reference

25. Scope of work

25.1 Scope of Work shall be as per Section 1 of this RFP

26. Deliverables:

26.1 The Consultant shall deliver deliverables as mentioned at para 2.2 of section -1 under scope of work.

27. Time Schedule

27.1 The consultant has to adjust the time schedule of the assignment as per para 2.2 under scope of works and as per the time schedule notified by Assam Electricity Regulatory Commission from time to time

28. Terms of Payment

28.1 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. Balance Payment will be released based on the satisfactory completion of the assignment by the consultant as per the time schedule indicated at para. 2.2

28.2 The tariff consultant shall submit relevant bill(s) to the General Manager (Marketing & PR), AEGCL for processing and payment. The payment will be released by the CGM(F&A), AEGCL, O/O the MD, AEGCL, Guwahati.

29. PENALTY

29.1 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. The total penalty shall not exceed 10% of the Contract Value.

30. SOLEMN AUTHORITY

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

31. ARBITRATION

31.1 If at any time, any question, disputes or differences whatsoever shall rise between the Purchaser and the Contractor, upon or in relation to or in connection with the contract, either party may forthwith give notice to the other in writing of the existence of such question of dispute or difference and the same shall be referred to the adjudication of three Arbitrators, one to be nominated by the Purchaser the other by the Contractor and the third by the President of the Institution of Engineers, India/ Retired or Sitting Judge not below the status of a retired Judge of High Court of India. If either of the parties fail to appoint its arbitrators within 60(sixty) days after receipt of notice of the appointment of arbitrators then the President of the Institution of Engineers /retired or sitting Judge of India, as the case may be, shall have the power at request of either of the parties, to appoint an Arbitrator. A certified copy of the "President" making such an appointment shall be furnished to both parties

31.2 The arbitration shall be conducted as per provisions of the Indian Arbitration Act, shall be held at Guwahati or any other place as may be decided by the Purchaser. The decision of the majority of Arbitrators shall be final & binding upon the parties and the expenses of the arbitration shall be paid as may be determined by the Arbitrator. However, any dispute arising out of this contract will first be discussed and settled bilaterally between Purchaser and the Contractor.

32. JURISDICTION OF COURT

32.1 For any litigation arising out of the contract which cannot be resolved through mutual agreement or through Arbitration, the honorable Guwahati High Court will have sole jurisdiction of all settlement.

Section-3

**FORMATS FOR TECHNICAL
PROPOSAL**

Form –A
PROPOSAL SUBMISSIONFORM

Proposal No.

Date:

To,

The Chief General Manager (PP&D)
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 BidDocuments, including scopeof work as detailed above. We would like to offer the required consultancy services as detailed herein under para 2 (Assignment for consultant & the scope of work).

S. 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	FROM- D: Description of the Methodology and Work Planfor 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 thefirm
7	FORM - G: Proposed Time Schedule for the Project Leader and Resident Representatives
8	Certificate of Incorporation
9	Self-attested copy of PAN number
10	Self-certified copy of the GST registration.
11	Audited Balance Sheet and Profit & Loss Statement for FY 2017-18, FY 2018-19 & FY 2019-20
12	Certificate of Turnover for FY 2017-18, FY 2018-19 & FY 2019-20
13	Copy of the Power of Attorney duly authorized by a Public Notary indicating that persons signing the bid have the authority.

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

Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Notification 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
(Authorized Signature & Company's Stamp)
(Name & Designation of the Authorized 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

S. No.	Criteria	Details to be furnished by the Bidder	Marks to be awarded by AEGCL
A	Evaluation of Technical Capability of the Firm		
1.	<p>The Bidder should have experience of working with atleast 1 Power Transmission Utilities during past 7 years completing as on 31st March 2021</p> <ul style="list-style-type: none"> • 1 Power Transmission Utilities – 2 Marks • 2 Power Transmission Utilities – 5 Marks • 3 Power Transmission Utilities – 10 Marks • 4 Power Transmission Utilities – 12 Marks • 5 Power Transmission Utilities – 14 Marks • 6 or more Power Transmission Utilities – 15 Marks <p><i>*For the purpose of clarity, all the assignments executed with one transmission utility shall be considered as one assignment only</i></p>		
2.	<p>The Bidder should have experience of completing atleast 150 months of retainership assignments pertaining to Regulatory and Tariff with Power Utilities during past 7 years completing as on 31st March 2021</p> <ul style="list-style-type: none"> • 200 > No. of months \geq 150 – 15 Marks • 250 > No. of months \geq 200 – 20 Marks • 300 > No. of months \geq 250 – 25 Marks • No. of months \geq 300 – 30 Marks <p><i>*For the purpose of evaluation, the retainership assignments having minimum continuous duration of atleast 6 months shall be considered.</i></p>		
3.	<p>The Bidder having experience of atleast 24 months of work experience with APGCL/AEGCL/APDCL during past 7 years completing as on 31st March 2021</p> <ul style="list-style-type: none"> • 30 > No. of months \geq 24 – 2 Marks • 36 > No. of months \geq 30 – 3 Marks • 42 > No. of months \geq 36 – 4 Marks • No. of months \geq 42 – 5 Marks 		
4.	<p>The Bidder should have completed the preparation of Fixed Asset Register (FAR) for Power Utilities (Generation/ Transmission/ SLDC/ Distribution) during past 7 years completing as on 31st March 2021</p> <ul style="list-style-type: none"> • FAR prepared for 2 distinct years – 4 Marks • FAR prepared for 3 distinct years – 6 Marks • FAR prepared for 4 distinct years – 8 Marks • FAR prepared for 5 or more distinct years – 10 Marks 		
B	Evaluation of Financial Capability of the Firm		
1.	<p>The Bidder should have minimum average turnover of Rs. 50 Cr.</p> <ul style="list-style-type: none"> • 100 Cr > Turnover \geq 50 Cr – 4 Marks 		

S. No.	Criteria	Details to be furnished by the Bidder	Marks to be awarded by AEGCL
	<ul style="list-style-type: none"> • 150 Cr > Turnover ≥ 100 Cr – 6 Marks • 200 Cr > Turnover ≥ 150 Cr – 8 Marks • Turnover ≥ 200 Cr – 10 Marks 		
C	Evaluation of proposed manpower for the assignment		
1.	<p>Team Leader</p> <p>Team Leader shall be a Graduate in Engineering Degree and MBA (Finance)/ (Power Management) or Chartered Accountant and shall have minimum 7 years of experience in Power Sector</p> <p><i>7 marks for 7 years of experience with additional one marks for each year of experience subject to maximum of 10 marks</i></p>		
2.	<p>Resident Team Member 1</p> <p>Resident Team Member 1 shall be a Graduate in Engineering Degree and MBA (Finance)/ MBA (Power Management)/ Chartered Accountant and shall have minimum 5 years of experience in Power Sector</p> <p><i>7 marks for 5 years of experience with additional one marks for each year of experience subject to maximum of 8 marks</i></p>		
3.	<p>Resident Team Member 2</p> <p>Resident Team Member 2 shall be a Graduate in Engineering Degree/ MBA (Finance)/ MBA (Power Management)/ Chartered Accountant and shall have minimum 3 years of experience in Power Sector</p> <p><i>6 marks for 3 years of experience with additional one marks for each year of experience subject to maximum of 7 marks</i></p>		
D	Description of Approach & Methodology and Work Plan to execute the assignment		
	Total (A + B + C + D)		

Yours faithfully
(Authorized Signature & Company's Stamp)
(Name & Designation of the Authorized Signatory)
Name and Address of the Firm

Dated this _____ day of _____

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 ofReference

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

B. Onthedata,servicesandfacilitiestobeprovidedbytheclient.

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

Yours faithfully
(Authorized Signature & Company's Stamp)
(Name & Designation of the Authorized Signatory)
Name and Address of the Firm

Datedthis_____dayof_____

Form –D

**DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE
ASSIGNMENT**

Yours faithfully
(Authorized Signature & Company's Stamp)
(Name & Designation of the Authorized Signatory)
Name and Address of the Firm

Dated this _____ day of _____

Form – E
TEAM COMPOSITION AND TASK ASSIGNMENTS

I: Key Staff

Sl. No.	Name	Position	Task(s) Assigned
1		Project Leader	
2		Resident Team Member 1	
3		Resident Team Member 2	

II: Support Staff

Sl. No.	Name	Position	Task(s) Assigned
1			
2			
3			

Yours faithfully
(Authorized Signature & Company's Stamp)
(Name & Designation of the Authorized Signatory)
Name and Address of the Firm

Dated this _____ day of _____

Form – F

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position:

Name of Firm:

Name of Staff:

Position in the Firm:

Nationality:

Date of Birth:

Years of Experience in Power Sector:

Years of Service with Firm:

Membership in Professional Societies:

Detailed Tasks Assigned:

Details of relevant works undertaken:

[Give an outline of staff members 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]

Education:

[Summarize college/ university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained]

Employment Record:

[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 reference, where appropriate]

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)
	Project Leader		
	Resident Team Member -1		
	Resident Team Member -2		

Yours faithfully
(Authorized Signature & Company's Stamp)
(Name & Designation of the Authorized Signatory)
Name and Address of the Firm

Dated this _____ day of _____

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 Chief General Manager (PP&D)
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 thereof 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..... dated valued 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 upto ** (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 whatsoever 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/son whose behalf this guarantee has been given.

Dated this day of 20 at

WITNESS:

(Signature)

(Signature)

(Name)

(Name)

(Official Address)

(Official Address)

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 – I
PROFORMA OF CONTRACT AGREEMENT
(To be tamped in accordance with Stamp Act)

This contract made thisday of of Two thousandbetween 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.Shri.....by religion.....P.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 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 "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.

1. 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.
2. 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

3. 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 AEGCL
(Seal of AEGCL)

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

1. Witness

1. Witness

2. Witness

2. Witness

Section-4

**FORMAT FOR FINANCIAL
PROPOSAL**

Form – I
PROFORMA OF CONTRACT AGREEMENT
(To be tamped in accordance with Stamp Act)

No.

Date

To,
The Chief General Manager (PP&D)
Assam Electricity Grid Corporation Ltd
Bijulee Bhawan, Paltan Bazar
Guwahati-781001, Assam

Dear 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 faithfully
(Authorized Signature & Company's Stamp)
(Name & Designation of the Authorized Signatory)
Name and Address of the Firm

Dated this _____ day of _____

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

* * * * *