

BIHAR STATE POWER TRANSMISSION COMPANY LIMITED

Tender Notice For
Appointment of Tariff Consultant of
Bihar State Power Transmission Company
Limited
For FY: 2015 – 16
Bihar State Power Transmission Company
Limited

TENDER SPECIFICATION

NIT No.- 54 /PR/BSPTCL/2014

FOR APPOINTMENT OF TARIFF CONSULTANTS FOR FY: 2014-15

OFFICE OF CHIEF ENGINEER, TRANSMISSION (O&M),

BIHAR STATE POWER TRANSMISSION COMPANY LIMITED,

4th FLOOR, VIDHYUT BHAWAN

PATNA - 800001.

FAX No. 0612 2504557 Telephone no. 0612-2404371

Mobile no. 7763817701

e-mail -

Cost of Tender Document: Rs./-15,000 /-(Rupees fifteen thousand)only (Non-refundable)

To fight corruption, dial Bihar State Power (Holding) Company Limited Help Line Nos.

9431821485 / 9431092341

e-tendering introduced in BSPTCL for tenders above 25 lacs. For registration log on to

www.eproc.bihar.gov.in and contact helpdesk at 0612-2523006.

Important Dates:

Sl. No.	Milestones	Date & Time
1	Issue of Bid documents	From 11AM on 10.08.2014 on working days upto 30.08.2014. up to 17.00 hrs.
3	Last Date for submission of Bid Documents	01.09.2014 up to 13 hrs.
4	Date of opening of Technical Bid	01.09.2014 at 15 hrs.
5	Date of opening of Financial Bid	08.09.2014 at 11hrs.

In case of the scheduled date becoming a holiday, the scheduled dates will get shifted to the next working day of BSPTCL.

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BIHAR STATE POWER TRANSMISSION COMPANY LIMITED: PATNA

(COMMERCIAL DEPARTMENT)

TENDER NOTICE No.: **/PR/BSPTCL/2014**

GENERAL CONDITIONS:

Sealed tenders are invited from reputed & experienced Agencies, Firms, Companies, State and Central Government Undertakings, who are well acquainted with the working of State Electricity Boards, DISCOMs , TRANSCO, SERCs etc, present regulatory framework of power sector and possessing experience in successfully executing **at least two (2) jobs** of preparation and filing of true-up petition/review petition/ARR and Tariff proposals of State Electricity Boards/ TRANSCO before SERCs or have been involved in preparation of orders of true-up/Review of ARR/ Tariff orders of State Electricity DISCOM/GENCO/TRANSCO , for SERCs.

Tender documents etc are available in downloadable form at websites www.BSPTCL.bih.nic.in and. Downloaded tender documents must be accompanied with Demand Draft in favour of **Accounts officer, Bihar State Power Transmission Company Limited, Patna payable at Patna.** **toward** the cost of BOQ failing which the tender shall be summarily rejected .Tender can also be purchased from the office of the Chief Engineer, Trans.(O&M) against payment of the cost of BOQ during the period mentioned herein in cash or demand draft as stated above.

Part-I

Instruction to Bidders

INSTRUCTION TO BIDDERS:

(A) INTRODUCTION:

1.0 General

- 1.1 **Bihar State Power Transmission Company Limited is the successor company of erstwhile Bihar State Electricity Board , which has been re-organized w.e.f. 01.11.2012 , into Bihar State Power (Holding) Company Limited , Bihar State Power Transmission Company Limited, Bihar State Power Transmission Company Limited, South Bihar Power Distribution Company and North Bihar Power Distribution Company. Bihar State Power Transmission Company Limited has been assigned the functions of transmission , Bihar State Power Transmission Company Limited Transmission has been assigned the functions of Transmission and two(2) Distribution Companies , South Bihar Power Distribution Company and North Bihar Power Distribution Company distribution have been assigned the functions of Distribution under Bihar State Power (Holding) Company Limited.**
- 1.2 The Govt. of India has notified the Electricity Act 2003. In accordance with section 61 and 62 of the aforesaid Act and the BERC's Terms and Conditions for Determination of Tariff Regulations 2007, **Bihar State Power Transmission Company Limited, has to file separate ARRs, Review , petitions for relevant financial years with three(3) year control period and true up petitions for 2015-2016 financial years before Bihar State Electricity Regulatory Commission .**

- 1.3 The BSPTCL 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.

2.0 Scope of work

- 2.1 The Bihar 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 Electricity Act 2003 and Terms and conditions for determination of tariff regulations 2007 and other enabling provision in this behalf, issues order **determining the Aggregate Revenue Requirements (ARR) and Multi Year Tariffs for transmission of electricity by Bihar State Power Transmission Company Limited, to South Bihar Power Distribution Company Limited and North Bihar Power Distribution Company Limited of Bihar State Power (Holding) Company Limited for supply of power to the consumers in the whole state of Bihar. The regulations state that the distribution, Transmission and transmission licensees shall file Separate Business Plans , Aggregate Revenue Requirements (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 15 November of the preceding financial year.**
- 2.2 For the scope of works and other purposes, the following terms shall mean as stated below:
- (a) Tariff Petition- Tariff Petition shall be APR Tariff petition for FY 2014-15 and ARR Tariff petition for FY 2015-16 for Bihar State Power Transmission Company Limited and compliance report on the outstanding directives of BERC issued during previous years.**
- (b) BSPTCL- BSPTCL shall mean Bihar State Power Transmission Company Limited**
- (c) BERC- BERC shall mean Bihar Electricity Regulatory Commission, Patna.**

SI No.	Main Tasks of the Tariff Consultant,
1	<p>Deputation of at least one (1) resident expert with at least five (5) years experience of doing similar work and filing of at least two(2) ARR and business plans and Multi Year Tariff petitions successfully, by the selected consultant at BSPTCL's Headquarter within a week after award of job of the works related to preparation and submission of Tariffs petition till the final review of the tariff orders passed by BERC, by BSPTCL and filing of the Appeal by the BSPTCL, if deemed necessary, against such orders passed by BERC.</p>
2.	<p>Detailed analysis of tariff order for FY: 2014-15 issued by BERC and suggest changes to be made in Accounting Methodology of BSPTCL for FY:2014-15 and onwards, to match BERC requirement and suit standard Accounting principles by 31.05.2014.</p>
3	<p>Preparation and submission Tariff petitions for Bihar State Power Transmission Company Limited, latest by 30.09.2013 in accordance to the requirements of prevailing Tariff Regulations and get the same approved by the State Commission.</p>
4.	<p>Validation of the data on behalf of Bihar State Power Transmission Company Limited for the State Regulatory Commission as and when required.</p>
5.	<p>Filing of final Tariff Petitions for FY: 2014-15 for Bihar State Power Transmission Company Limited in six (6) separate spiral bound sets, complete in all respects latest by 31.10.2013 before BERC. Supply of six (6) additional spiral bound sets to the BSPTCL for records.</p>
6.	<p>Preparation and Submission of all written clarifications/ responses within a week to all queries raised by BERC and written objections/suggestions of the objectors till issuance of order on Business Plans and Tariff Petition on behalf of Bihar State Power Transmission Company Limited in six (6) spiral</p>

	bound sets. Supply of all queries with relevant responses in two (2) separate spiral bound set to BSPTCL
7.	Presentation of the report of the BSPTCL and Power Point Presentation thereof before the Annual State Advisory Committee Meeting and State Co-ordination Committee Meeting for FY: 2014-15.
8.	Preparation and submission of separate abridged Tariff Proposals of South Bihar Power Distribution Company and North Bihar Power Distribution Company Limited in Hindi & English to be published in the local newspapers as per the format prescribed by BERC.
9.	Attendance of Public Hearing at Patna or other places in Bihar as decided by BERC on Tariff Proposals of Bihar State Power Transmission Company and giving on the spot verbal responses and replies to the objections/ suggestions of the objectors and queries of BERC during the Public Hearing. Submission of detailed written replies to the objections/ suggestions of the objectors and queries of BERC received during the Public Hearing in six (6) separate spiral bound sets, within a week after each public hearing, with additional two (2) separate spiral bound sets to BSPTCL for record.
10.	Analysis/examination of all orders issued by the Commission on APR and ARR Tariff Petitions and submission of detailed analysis report within two(2) weeks on the financial and other implications order. The report will also have recommendations for adoption of the order of the Commission or filing of appeals against the orders of the BERC.
11.	After the decision of the BSPTCL, 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 BSPTCL at New Delhi about the grounds of appeal to the full satisfaction of the conducting lawyers of the BSPTCL.

12.	Arrangement of stationery, own office space near BSPTCL HQ, vehicles for outstation journey, office equipments and all other logistics for preparation of all reports/petitions.
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3.0 Eligibility & Qualifying Criteria

The invitation of bid is open to the all agencies, firms, companies, consultants, State Government and Central Government agencies, who meet the requisite qualifying requirements stipulated hereinunder and the bidder shall provide satisfactory evidences that it:-

- (i) (a) has worked as consultant, who is well acquainted with the working of State Electricity Boards, BSPTCL , DISCOMS, GENCOs, TRANSCO, SERCs etc., present regulatory frame works in power sector and possessing adequate experience in successfully executing at least two(2) jobs of preparation of business plans and tariff petitions of State Electricity Boards/BSPTCL/DISCOMs/ GENCOs/ TRANSCO and filing before SERCs or has been involved in preparation of orders on business plans and tariff petitions for SERCs.
- (b) is a consultant, who is well versed with Central/State Govt. Statute, regulations relating to power sector, tax, finance and cost related aspects, experience in development of concept and structuring of bulk and retail tariffs for Electricity Utilities.
- (c) has adequate technical and financial capabilities to carry out the task as per scope of work. The bidder should have a minimum average turnover of Rs. Two (2) crore in consultancy business separately during the last three(3) financial years preceding FY:2013-14. (The bidder shall provide the photocopies of the relevant documents as proof of this).
- (e) has valid PAN Number.
- (f) has Service Tax registration.

(ii) The consultant shall be required to continuously maintain the resident consultants at BSPTCL's headquarter, who should be at least graduate in Electrical/Mechanical Engineering or C.A/MBA (Fin.) with minimum experience of five (5) years of doing similar jobs and successfully filing of at least two (2) Multi Year Tariff Petitions for Electricity utilities under the new Electricity Act, 2003 before the State Regulatory Commissions.

4.0 Cost of Tender document:

Cost of BOQ is Rs.15,000.00(Fifteen Thousand only). BOQ can be either purchased from the office of Chief Engineer, Transmission (O&M), BSPTCL, Vidyut Bhawan-I, Baiely Road, Patna or may be downloaded from BSPTCL website <http://www.BSPTCL.bih.nic.in>. Downloaded tender documents must be accompanied with Demand Draft of Rs.15,000.00(Fifteen Thousand only) drawn in favour of Accounts Officer, BSPTCL, Patna.

5.0 Earnest Money

- a. Tender must be accompanied with an Earnest Money of Rs 25,000.00 (Twenty Five Thousand only) failing which the tender will be outright rejected.
- b. The Earnest Money should be deposited with the Accounts Officer, Bihar State Power Transmission Company Limited, Patna, either in Cash or in the shape of bank draft drawn in favour of Accounts Officer, Bihar State Power Transmission Company Limited, Patna, payable at Patna. The Earnest Money may also be deposited in the form of Bank Guarantee issued in favor of Accounts Officer, Bihar State Power Transmission Company Limited, Patna.
- c. Cheque/ Fixed Deposit receipt are not acceptable towards deposit of Earnest Money. Tenders without Earnest Money will be not considered and will be rejected.

- d. No Earnest Money will be accepted after opening of the tender.
- e. The Earnest Money deposit will 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.
- f. In the event , the successful Bidder fail to sign the contract agreement with Bihar State Power (Holding) Company Limited **within one week** after receiving notice of award of contract and fail to submit a Performance Guarantee as specified in this document , the Earnest Money Deposit will be forfeited to compensate damage caused to Bihar State Power (Holding) Company Limited . The Earnest Money of the successful bidders **shall be returned after they will furnish the Performance Guarantee.**
- g. The Earnest Money shall be furnished in a separate sealed cover and shall accompany with the commercial part of the bid.
- h. Any bid/tender not accompanied with Earnest Money will be rejected as being non responsive.
- i. This Earnest Money is required to protect the rights of the BSPTCL against the risk of the bidder's conduct which would warrant the Forfeiture of the Earnest Money under the conditions detailed in the specification.

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 BSPTCL's decision in this respect will be final and binding on the Bidders.

7.0.PROGRESS REPORT

The tariff consultant shall have to submit weekly progress report regularly until completion of the job as defined in scope of work to the Chief Engineer, Transmission

(O&M), 4th Floor, Vidyut Bhawan-I, Bihar State Power Transmission Company Limited, Patna.

8.0 Submission of Bid

The tender document can be downloaded from the BSPTCL website <http://www.bseb.bih.nic.in>. Downloaded tender documents must be accompanied with demand draft amounting Rs. 15,000/- (Fifteen Thousand only) in favour of Accounts Officer, Bihar State Power Transmission Company Limited, Patna. Tender document can also be purchased from the office of the Chief Engineer, Transmission (O&M), BSPTCL, 4th Floor, Vidyut Bhawan, Patna against the payment of cost of B.O.Q. amounting Rs. 15,000/- either in cash or Demand Draft in favour of Accounts Officer, Bihar State Power Transmission Company Limited, Patna, Vidyut Bhawan, Bailey Road, Patna.

Tender in duplicate should be submitted in two parts i.e. Part-I : Technical & Commercial part, Part-II : Price Part in separate sealed envelopes along with self attested copy of the documents as required in tender document in the office of the Chief Engineer, Transmission (O&M), Bihar State Power Transmission Company Limited, 4th Floor, Vidyut Bhawan, Bailey Road, Patna latest by the date and time stated herein. The Part-I i.e. Technical & Commercial Part will be opened on the date and at time stated herein, in the office of the Chief Engineer, Transmission (O&M), Bihar State Power Transmission Company Limited, 4th Floor, Vidyut Bhawan, Bailey Road, Patna in presence of the tenderers or their authorized representatives.

9.0 Document comprising the bid:-

The bidder shall submit the bid in three (3) separate envelopes containing the following documents:-

- (a) Part-I (Technical and Commercial Part)
- (i) Cost of Tender document and Earnest Money Deposit (Envelope-I)

(ii) Technical Proposal (Envelope-II)

(b) Part-II Financial Proposal (Envelope-III)

9.1 Envelope-I (Part-I Technical & Commercial Part) of the bid shall contain the following documents:-

S.No.	Documents to be put into Envelope-I(Part-I: Technical & Commercial Part)
1	Proof of payment of cost of tender document or demand draft for cost of payment of tender document.
2	Bank draft for Earnest money deposit.

9.2 Envelope-II (Part-I Technical & Commercial Part) of the bid shall contain the following documents:-

S.No.	Documents to be put into Envelope-II(Part-I: Technical & Commercial Part)
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 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.

- 9.3 The financial bids of the technically qualified short listed consultants will be opened on date and at time specified herein.
- 9.4 Envelope-III (Part-II-Price Part) of the bid shall contain price part only as per the prescribed form-H given in Part-IV of this document, in the absence of which the tender shall be rejected.
- 9.4 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.

10.0 Prices

- 10.1 Bidders shall quote for the entire service on a 'single responsibility' basis **inclusive of all taxes and duties including service tax , separately for Bihar State Power Transmission Company Limited, indicating the total bid price for BSPTCL , so that the total bid price covers all the contract obligations mentioned in Scope of Services.**
- 10.2 **Prices quoted separately for BSPTCL and total bid price 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 bidders shall be evaluated on the basis of total bid price quoted for BSPTCL.**

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 part of the bid. The bids valid for a period shorter than specified period shall be rejected as being non-responsive.

In exceptional circumstances, BSPTCL 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.

D. SUBMISSION OF BIDS

13.0 Sealing and Marking of bids

13.1 The bidder shall seal the original and each copy of the bid in separate envelopes duly marking envelopes as Original Bid and Duplicate. The envelopes shall then be sealed in an outer envelope.

13.2 The inner and outer envelopes shall;

(a) be addressed to the Chief Engineer, Transmission (O&M), BSPTCL, 4th Floor, Bailey Road, Vidyut Bhawan, Patna (Bihar)- 800021

(b) Bear the following identification;

(i) Inner envelopes- Envelope-1 should be marked "Earnest Money Deposit" Envelope-2 "Part-I Technical and Commercial proposal" and Envelope-3- Part-2 "Financial Proposal". The financial proposal should be marked with the warning DO NOT OPEN WITH TECHNICAL AND COMMERCIAL PROPOSAL.

(ii) Outer envelopes should be marked with –"Bid for appointment of Tariff Consultant for FY:2015-16."

(iii) Part - I to be opened on date and time specified herein.

14.0 Dead Line for submission of bids

14.1 Bid documents can be obtained from the office of Chief Engineer, Transmission (O&M), on any working day during the period specified herein on payment of Rs.15,000/- in the shape of Bank Draft/Demand Draft in favour of Accounts Officer, Bihar State Power Transmission Company Limited, Patna. The bid documents will be available for sale up to 30-08-2014 from 11 hrs. to 17 hrs. on the working day during above dates.

14.2 Bids must be received in the office of Chief Engineer , Transmission (O&M),BSPTCL,4th Floor, Vidyut Bhawan, Bailey Road, Patna on or before 01-09-2014 up to 13.00 hrs.

14.3 Bidders have the option of sending the bid by Registered Post/Courier or by submitting in person. Bid submitted by Fax/Telegram/E-mail shall not be accepted. Bids received/submitted after the scheduled time and date fixed for receipt of bids shall be rejected.

15.0 Opening of Bids by BSPTCL

15.1 All bids will be opened in the office of Chief Engineer , Transmission (O&M), BSPTCL,4th Floor, Bailey Road, Vidyut Bhawan, Patna in presence of the officers duly authorized by the BSPTCL for this purpose at date and time stated herein in the presence of bidder's authorized representatives who may wish to attend.

15.2 The Part-I of the bid and technical proposal (second envelope) of bidders shall be opened. The bids of those bidders whose earnest money deposit envelopes are found not containing (after opening) the E.M.D. and cost of the tender document of requisite value in acceptable form will be rejected.

15.3 The financial bid of only those bidders shall be opened who are considered capable of undertaking the required assignment as per requirements of BSPTCL after indicating their methodology and approach to carry out the assignment.

15.4 Bids which are not opened and read out at the time of bid opening, will not be considered for further evaluation regardless of circumstances.

16.0 Clarification of Bids

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

17.0 Preliminary Examination of the Bids

17.1 BSPTCL will examine the bids to determine whether bids are complete, whether any computational error is observed, whether required Earnest Money Deposit has been furnished, whether the documents have been properly signed and whether they are in order.

17.2 If the bids are found not substantially responsive, those will be rejected by BSPTCL and may not subsequently be made responsive by the bidder after correction etc.

18.0 EVALUATION CRITERIA:

18.1 Proposals will be evaluated both on the basis of quality as well as cost. Technical bids shall be evaluated first. The financial bids of bidders who have secured minimum qualifying technical scores or more after technical evaluation shall only be opened.

18.2 Responsive Bids shall only be taken up for evaluation.

18.3 EVALUATION OF TECHNICAL & COMMERCIAL BIDS:

18.3.1 Evaluation of technical bids will be done by an Evaluation Committee constituted by the BSPTCL on the basis of information/documents submitted by the bidders and on the basis of the Evaluation criteria stated herein under below Marks as stated hereunder will be used by the technical Committee to calculate the technical score of the each bidder

Evaluation Criteria of Technical & Commercial Bid (Part-I) :-

Criterion	Maximum Marks
A i) Consultant's previous experience of similar successful assignment with BSPTCL.	05
<p>ii) Consultant's relevant Indian experience for the assignment.</p> <p>Ten (10) marks for each successful filing of business plans, tariff petitions and ARRs of SEBs/ DISCOMs/ GENCOs/TRANSCOs or analysis and preparation of orders for SERCs on business plans and tariff petitions of SEBs/ DISCOMs/ GENCOs/TRANSCOs, subject to maximum thirty (30) marks.</p>	30
<p>iii) Ten (10) marks each for each additional resident representative to be deputed by the bidders till finalization of the job assigned ,having minimum experience of at least two (2) years in doing similar jobs and filing of at least two(2) tariff petitions successfully, subject to maximum twenty (20) marks.</p>	20
<p>iii) 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 of SEBs/ DISCOMs/ GENCOs/TRANSCOs or analysis and preparation of orders for SERCs on business plans and tariff petitions of SEBs/ DISCOMs/ GENCOs/TRANSCOs, by the Project Leader, subject to maximum Fifteen (15) marks.</p> <p>b) Two (2) marks each for every year of experience in filing of business plans, tariff petitions and ARRs of SEBs or DISCOMs or analysis and preparation of orders for SERCs on business plans and tariff petitions, by</p>	<p>15</p> <p>10</p>

the Project Leader, subject to maximum Ten (10) marks	
c) <u>Professional qualification of the Project Leader:</u>	
a) Post Doctoral Degree = 10 marks	10
b) Doctoral Degree = 8 marks	
c) Post graduate degree= 6 marks	
d) Post graduate diploma= 4 marks	
e) Graduate degree = 2 marks	
c) Professional qualification of maximum two (2) numbers of Resident Representatives with higher qualification.	
f) Post Doctoral Degree = 5 marks	10
g) Doctoral Degree = 4 marks	
h) Post graduate degree= 3 marks	
i) Post graduate diploma= 2 marks	
j) Graduate degree = 1 marks	
Total	100

18.3.2 After scrutiny and evaluation of technical bids the bidders who have secured minimum **50 marks** as per criterion laid down shall be short listed.

18.3.3 The BSPTCL may reject any proposal if they are found to be unresponsive or unsuitable either because they represent major deficiencies in complying with the TOR

18.4 OPENING OF FINANCIAL BID:

18.4.2 EVALUATION OF FINANCIAL BIDS:

18.4.1 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.

18.4.2.1 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:

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

18.5 FINANCIAL AND TECHNICAL SCORES:

18.5.1 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:

Technical Proposal – 0.5

Financial Proposal – 0.5

19.0 NEGOTIATION:

19.1 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.

19.2 Negotiation will include discussion on Financial proposal, Technical Bid, proposed methodology (work plan), staffing pattern and bar charts indicating activities, periods to be spent in the field and in the home office, staff-months, logistics, and reporting as BSPTCL Consultant. Also the inputs required by the bidder from the BSPTCL to ensure satisfactory implementation of the assignment.

19.3 In the event of the successful bidder not responding to further negotiations/clarifications as required for the finalization of the bid, the BSPTCL reserves the right to reject the bid and forfeit the Earnest Money Deposit.

- 19.4 Having selected the successful bidder on the basis of, among other things, an evaluation of proposed key professional staff; the BSPTCL may negotiate on the experts named in the proposal. Before award of contract, the BSPTCL 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 will 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.
- 19.5 The negotiation will conclude with a review of the draft contract and both the BSPTCL and the successful bidder will initial the agreed Contract. If the negotiation with the successful bidder as above fails, BSPTCL will invite from the short listed bidders one who has secured the second highest combined score to negotiate a Contract.

20.0 AWARD OF CONTRACT:

- 20.1 The successful bidder shall be required to execute a contract agreement within the time period as specified by BSPTCL.
- 20.2 Failure on the part of successful bidder to execute contract agreement within the time schedule, as specified by BSPTCL, may lead to cancellation of bid and forfeiture of bid security.
- 20.3 The bids will be evaluated by BSPTCL 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 the BSPTCL in the bid evaluation, bid comparison or contract award decision may result rejection of that bidder's bid.
- 20.4 BSPTCL 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 the formation of the contract.

20.5 On furnishing the Performance Security and execution of contract agreement by successful bidders, BSPTCL will notify the unsuccessful bidders and their earnest money deposit will be refunded thereafter.

21.0 Signing the Contract Agreement

21.1 Within one (1) week of award of contract, the successful bidders or his authorized representatives shall enter into a Contract Agreement with BSPTCL on the prescribed format on Non Judicial Stamp Paper of the State of Bihar of appropriate value.

21.2 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 .

21.3 The bids/notification of award/contract agreement should be kept valid or shall remain valid by default, for a period of at least three (3) months after pronouncement of the tariff order.

22.0 Performance Security

An amount of 5% (Five percent) of total contract value will have to be deposited by the successful Bidder as Performance Security in following manner:-

a. Bank Guarantee of the amount equivalent to 5% (Five 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 BSPTCL.

c. The Bank Guarantee shall be issued from a Nationalized/Scheduled Indian Bank and shall become acceptable to the BSPTCL only after verification by Senior Manager , F&A, BSPTCL, Patna which will be remain valid for a **minimum period of three months beyond the expected date of completion of the work**

d. **The selected bidder shall have to extend the validity period of the Bank Guarantee, in case, the actual date of completion of the work is delayed due to any reason.**

e. No Bank charges or interest will be payable by the BSPTCL against the Bank Guarantees.

Part-II

TERMS OF REFERENCE

Terms of Reference

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

24.0 **Deliverables:** The Consultant shall deliver deliverables as mentioned at para 2.0 under scope of works.

25.0 Time Schedule

The consultant has to adjust the time schedule of the assignment in such a manner that Business Plans for Transmission, Multi Year ARR for Transmission, for control period of 3 years starting from FY 2015-16, True-up petition for FY: 2013-14 , and Multi Year Tariff Petitions for FY: 2015-16 are prepared and submitted to the Commission as per the time schedule indicated at para 2.0 under the scope of work.

26.0 Terms of Payment

26.1 The payment shall be made as under:-

Sl No.	Work Mile Stones	Payment in % of Contract Value.
1	<p>I. Detailed analysis of tariff order for FY: 2015-16 issued by BERC and suggest changes to be made in Accounting Methodology of BSPTCL to match BERC requirement and suit standard Accounting principles latest by</p> <p>II. Preparation and submission of APR and ARR Tariff petitions for Bihar State Power Transmission Company Limited, latest by 31.10.2014 in accordance with the requirements of prevailing Tariff Regulations and getting the same approved by the State Commission.</p> <p>III. Filing of final APR & ARR Tariff petitions for FY: 2015-16 for Bihar State Power Transmission Company Limited, in six (6) spiral bound sets, complete in all respects latest by 30.11.2014 before BERC. Supply of additional spiral bound sets as indicated above to the BSPTCL for records.</p>	40%

2.	<p>I. Submission of all written clarifications/ responses within time to all queries of BERC and written objections/suggestions of the objectors till Public Hearings on Tariff Petitions of Bihar State Power Transmission Company Limited, , in six (6) spiral bound sets. Supply of additional spiral bound sets as indicated above to the BSPTCL for records.</p> <p>II. Presentation of the report of the BSPTCL before the annual State Advisory Committee Meeting and Sate Co-ordination Committee Meeting for FY: 2013-14.</p> <p>III. Preparation and submission of the abridged Multi Year Tariff Petition in Hindi & English to be published in the local newspapers as per the format stipulated by BERC.</p> <p>IV. Attendance of Public Hearing at Patna or other places in Bihar as decided by BERC on Tariff Petitions and giving on the spot verbal responses and replies to the objections/ suggestions of the objectors and queries of BERC during the Public Hearing.</p>	45%
3.	<p>I. Analysis/examination of the orders of the Commission Tariff Petitions of Bihar State Power Transmission Company Limited and submission of the report within two(2) weeks by the consultant on the financial and other implications of the orders, with recommendations for adoption of the order of the Commission or filing of appeals against the orders of the BERC Tariff Petitions .</p> <p>II. After the decision of the BSPTCL, 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 BSPTCL at New Delhi on the grounds of appeal to the full satisfaction of the conducting lawyers of the BSPTCL.</p>	15%

26.2 Payment

Payment will be released based on the milestone achieved as indicated at para. 27.1 **only after submission** of Performance Guarantee for 5% of total value of the contract. The tariff consultant shall submit relevant bills to Sr. Manager (F&A),BSPTCL, Patna for processing and payment. The payment will be released by Accounts Officer ,BSPTCL, Patna.

27. **Penalty:** -

1. The last date for achieving the first milestone of detailed analysis of tariff order for FY: 2015-16 issued by BERC and suggest changes to be made in Accounting Methodology of BSPTCL to match BERC requirement and suit standard Accounting principles is **30-11-2014**
2. The last date for achieving the second milestone of Preparation and submission of separate final draft Business Plans and tariff petitions for Bihar State Power Transmission Company Limited, is
3. The last date for achieving the third milestone of Filing of **final** separate Business Plans and Tariff Petitions for Bihar State Power Transmission Company Limited, is **31.10.2013**
4. The subsequent dates for achieving subsequent milestones will be as per clause 26.1 of the bid document.
5. **1 %(one percent) of the contract price for each milestone of works as stated under clause 26.1 will be deducted for each week of delay or part thereof from the bills of the Tariff consultant subject to a maximum fee payable for each milestone of works .**

28. **CONTRACT AGREEMENT**

Before placing the order, the firm will have to execute a Contract Agreement with the BSPTCL in BSPTCL's prescribed proforma.

29. **JURISDICTION OF COURT**

The Civil Court of Patna shall alone have an exclusive jurisdiction to decide any differences/dispute/claim for and against Bihar State Power Transmission Company

Limited and the tariff consultant and the bidders arising out in respect of this NIT, Letter of Intent, Work Order , contract agreement etc.

- 30.** The BSPTCL reserve the right to award the work to one or more than one valid bidders at his sole discretion.
- 31.** The tender which is not submitted in the BSPTCL's prescribed proforma shall be rejected.
- 32.** The BSPTCL shall have exclusive right to reject any or all bids exercising its sole discretion without assigning any reason to anyone and without any financial liability on BSPTCL.

Part-III

Technical Proposal Formats

Form - A: PROPOSAL SUBMISSION FORM

No.

Date:

To,

The Chief Engineer (Commercial),
Bihar State Power Transmission Company Limited, Vidhyut Bhavan, 3rd Floor,
Baily Road, Patna-800001.

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 for the preparation and submission of separate business plans and Multi Year Tariff petitions for Bihar State Power Transmission Company Limited, for a control period of three years starting from the financial year 2015-16, True-up petitions for the financial year 2013-14 and Review petition for the financial year 2014-15 before Bihar Electricity Regulatory Commission.

2.0 Attachments to the Proposal:-

In line with the requirement of the Bid Documents, we enclose herewith the following Attachments to the Bid Form:

2.1 Envelope-I (Part-I Technical & Commercial Part) of the bid containing the following documents:-

S.No.	Envelope-I(Part-I: Technical & Commercial Part)
1	Proof of payment of cost of tender document or demand draft for cost of payment of tender document.
2	Bank draft for Earnest Money Deposit

2.2 **Envelope-II (Part-I Technical & Commercial Part)** of the bid containing the following documents:-

S.No.	Documents put into Envelope-II(Part-I: Technical & Commercial Part)
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.

3.0 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.

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

5.0 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 & Title of 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.

Details of Evaluation Parameters (proof to be attached by the bidder for each parameter)	Details to be furnished by the bidders	Marks/Remarks to be filled in by the Selection Committee
1. Consultant’s previous experience of similar successful assignment with BSPTCL.		
2. Consultant’s relevant Indian experience for the assignment.		
3. Number &Name(s) of resident expert(s) with at least five (5) years experience of doing similar work and filing of at least two(2) business plans and tariff petitions successfully, to be deputed by the selected consultant at BSPTCL’s Headquarter till finalization of assigned jobs.		
4. Number &Name(s) of additional resident representatives to be deputed by the bidders till finalization of the job assigned ,having minimum experience of at least two (2) years in doing similar jobs and filing of at least two(2) business plans and tariff petitions successfully.		
5. Name of the Project Leader proposed for the assignment.		
6. No. of successful filing of business plans, tariff petitions and ARR of SEBs/DISCOMs/ GENCOs/ TRANSCOs or analysis and preparation of orders for SERCs on business plans and tariff petitions of SEBs/DISCOMs/ GENCOs/ TRANSCOs by the Project Leader.		
7. Years of experience in filing of business plans, tariff petitions and ARR of SEBs/DISCOMs/ GENCOs/ TRANSCOs or analysis and preparation of orders for SERCs on business plans and tariff petitions of BSPTCL, by the Project Leader.		
8. Professional qualifications of Project Leader.		
9. Professional qualifications of Resident representative -1 with higher qualification.		
10. Professional qualifications of Resident representative-2		

with higher qualification.		
Total Marks obtained by the bidder:		
11. Total turnover of the bidder in Consultancy (in Rs.) during the last three(3) years preceding FY:2013-14.		
12. PAN Number. (Kindly attaché self attested photocopy of PAN Card)		
13. Details of Earnest Money of Rs 25000.00 (Rs. Twenty Five Thousand only) deposited. (
14. Details of payment of Rs 15,000/- (Rs. Fifteen Thousand only) deposited.		
15. Service Tax registration No. (Kindly attaché self attested photocopy of Service Tax 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

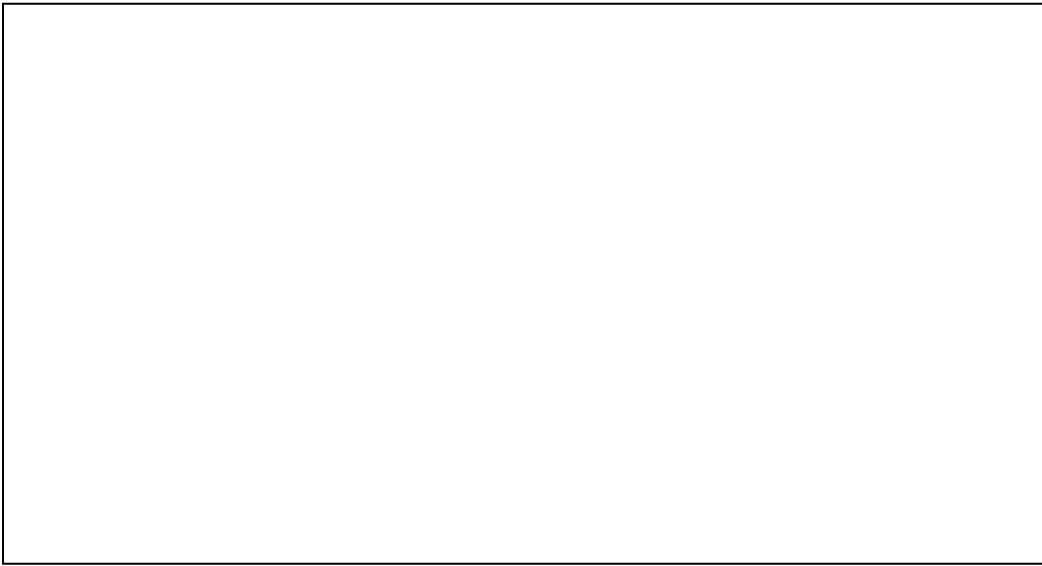
- 1.
- 2.
- 3.
- 4.
- 5.

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 Lead	
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 give 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 staff member :

Full name of authorized representation :

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 Engineer (Commercial),
Bihar State Power (Holding) Company Limited,
Vidyut Bhavan, 3rd Floor,
Patna-800001.

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 given hereunder:

Sl. No.	Name of the Company	Rate quoted in figures inclusive of all taxes and service charges. (in Rs.)	Rate quoted in words inclusive of all taxes and service charges.
1	Bihar State Power Transmission Company Limited, Patna		
2	Total Bid Price inclusive of all taxes and service charges.		

Total Bid Price for all four(4) companies, inclusive of all taxes and service charges is for the sum of :Rs.------(Rs. -----) only. [Amount in words and figures]. This amount is inclusive of our professional fee, profits and all taxes , levies and service tax which we have estimated.

Our Financial Proposal shall be binding upon us subject to the modifications/ alteration/ amendments resulting from Contract negotiations, up to expiry of the validity period of the Proposal i.e.----- [please fill in date]. Each page of the proposal has been duly signed by Authorized signatory.

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

Yours sincerely,

(Authorized Signature with seal)
(Name & Title of authorized Signatory)

Name and Address 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 Engineer(Commercial),
Bihar State Power (Holding) Company Limited,
Vidyut Bhawan , Bailey Road,
Patna-800 001

Dear Sir,

In consideration of Bihar State Power Transmission Company 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. (5%) 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 he 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 validly 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 for bear 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 the Bihar State Power Transmission Company Limited, Vidyut Bhawan, Bailey Road, Patna (herein after referred to as "The BSPTCL") 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 BSPTCL agrees to award the complete work of and the Tariff Consultant has agreed to execute the said work in accordance with Bihar State Power (Holding) Company Limited's Notice Inviting Tender 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 BSPTCL hereby agrees to pay to the Tariff Consultant on due performance of the contract, price of Rs.(in figure) (Rs.....) (in words) from the BSPTCL'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 whereof 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 BSPTCL
(Seal of the BSPTCL)

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

1. Witness

1. Witness

2. Witness

2. Witness

BIHAR STATE POWER TRANSMISSION COMPANY LIMITED, PATNA
(TRANSMISSION O&M DEPARTMENT)

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, BSPTCL 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 which do not contain full details, technical particulars, delivery period etc. will be rejected.
5. Tender which is not submitted in the BSPTCL'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, BSPTCL'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 the technical specifications and meet BSPTCL'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 BSPTCL 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.