

## **Terms of Reference (TOR)**

**For**

**Selection of Project Management Consultant for providing  
consultancy services for  
Implementation of Corporate Level Data Warehouse  
in MSETCL**

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# **MAHATRANSCO**

Maharashtra State Electricity Transmission Co. Ltd.

REF:-MSETCL/CO/C&M)/Contracts/RFP-

**Subject: REQUEST FOR PROPOSAL FOR IMPLEMENTATION OF CORPORATE LEVEL DATAWARE HOUSE.**

Sir,

Maharashtra State Electricity Transmission Co. Ltd., intends to invite "Request for Proposal" (RFP) from consultants/agencies/Technical Institute for a period of one year for providing consultancy services for implementation of Corporate Level Data Warehouse for MSETCL.

The detailed Terms of Reference (TOR) is as follows:

## **1. GENERAL**

1.1 The Authority seeks the services of qualified firms/Technical Institute for implementation of **CORPORATE LEVEL DATA WAREHOUSE** for MSETCL. The Terms of Reference (the "**TOR**") for this assignment are specified below.

1.2 The Project Management Consultant (PMC) shall assist the Authority and its Financial Consultant by furnishing clarifications as required for the financial appraisal of the Project and Bid Documents.

1.3 The PMC shall also participate in the pre-bid conference with the Bidders of the Project and assist the Authority in clarifying the technical aspects arising from the Bid Documents including the deliverables.

## **2. BACKGROUND**

MSECL has implemented automation in their sub-stations through SCADA implementation. There are about 700 substations of different types (440KV, 220KV etc). The SCADA systems generates operational and non-operational data. Currently each substation is generating 100 – 150 MB/day. It is useful for operational as well as analytical purpose. This data at Sub-station level SCADA is mostly stored in local historians. But there are some inherent shortcomings in this existing arrangement for Data acquisition and processing for carrying out operational concerns. There is no predictive analytics functionality implemented in the existing system. The short-comings in the existing system are:

- Data collection in isolation
- There is no unified way of collection
- All data is not made available in standard format
- No control on data since data is generated by proprietary software and access to data is restricted

- No standardization of hardware and software technology hence no analysis can be provided on cross correlations.
- No advance analysis is provided
- No facility to control substation remotely
- No facility to perform fault analysis on historical data
- No integration with existing MIS system

### **3. OBJECTIVE**

To develop and maintain the state of the art data acquisition, data monitoring and centralized control system to manage all operations of Power Transmission which should be integrated with existing MIS. The system should sustain high data transfer rate, high velocity storage and high response performance. All these capabilities with data are to be manifested through state-of-the-art Multilayer Data warehouse.

### **4. SCOPE OF SERVICES**

#### **4.1 Scope of PMC:**

- The PMC should understand the various aspect of the system which includes organization, users, existing system, and technical complexity.
- PMC should understand existing data generation and data flow, existing reporting system
- He should design and encourage next generation system, identifying component and overall specifications of component.
- PMC should complete blueprint of the project with all minute details which will be evaluated by owner/Agency on behalf of owner. The document should contain present and future storage requirement, hardware and system software requirement, application software requirement, listing of stakeholders and their views, integration with existing MIS, open and secure access of data warehouse, common unified format for the data which can be used by various types of software. The design plan should include possible uses of stream server, publish-subscribe model, stream analytics and time based data partitioning.
- PMC should make complete SRS for whole system in consultation with owner/Agency on behalf of owner
- PMC should advice MSETCL to prepare EOI/tender for Vendor.
- Testing components supplied by vender.
- Overall day to day monitoring of the Project and perform risk analysis and corrective action.
- Coordinate the training of the staff at various levels for system usage.
- The consultant shall help/assist the utility for floating the Tender. The entire project can be classified in four stages.

1. Site survey or data collection for assessment of existing system or analyzing present practices with respect to CDW
2. Tendering stage: This stage, the consultant has to prepare the detailed tender document for implementation of CDW and submit to the utility for approval for floating the same.
3. Offer's analysis: This stage consultant has to scrutinize the offers received during the tender stage. Consultant will technically verify all the offers received, prepare the technical comparative document with scoring for different parameters and submit the same to the utility. Consultant will not involve in the process of award of the contract as it may be under sole discretion of the utility.
4. Post bid stage: This stage, the consultant will coordinate with the successful bidder during tender process, will be guiding the successful bidder regarding the project process flow and time lines for completion of the project.

#### **4.2 Qualifying Requirement / Eligibility conditions of Project Management Consultant:**

- The company should be infrastructure advisory and executioner in power sector with experience in project management in power sector in general and transmission sector in particular.
- The company should be proficient in data management and data governance required for the power sector in general and transmission sector in particular.
- The company should have working experience of 5 years at least with large public and private organizations on similar project as mentioned and successfully completed 2 projects including Smart-Grid/Analytics projects.
- The company should have the experience in consultancy of 2 similar projects in transmission sector of power system.
- The company should be able to apply integrated, holistic, and comprehensive solutions in practice to the problems/projects undertaken in the power sector in general and transmission sector in particular

#### **4.3 Work Profile of Project Management Consultant:**

##### **4.3.1 Technical Work Profile:** Technical work profile should include

- Ability to develop Business intelligence technologies, applications and practices for the collection, integration, analysis, and presentation of business information.
- Design and implementation of data warehouse of multiple levels and of sizes in the tune of hexabytes to petabytes and data marts design and implementation and installation strategies which includes for hardware as well as software.
- Handling high speed data streams in the tune of minimum 1000 transactions per milliseconds and perform real time analytics using state-of-the-art technology.

- Ability to analyze technical risks associated with data-generation points and data-transmission mechanisms, and data-exchange interfaces within the organization and external organizations using the existing SCADA systems at various levels and design new SCADA systems.
- Ability to design system to control various components in substation from remote locations.
- Ability to integrate with the legacy systems.
- Ability to design comprehensive data security policy and data ownership policy of the organization.
- Ability to design training programs for the system usage by the staff of the work ordering organization.
- Working experience in transmission line infrastructure installations, electrical engineering knowledge to understand the new inventions, accidents and fault handling, outage management due to natural as well as artificial causes of the outages.

#### **4.3.2 Managerial Work Profile**

1. Managing Projects of varying sizes, complexities, and contractual types
2. Problem solving, team-work, decision making ability, delegation ability, manpower handling, field-work knowledge, and meeting deadline skills.

#### **4.3.3 Financial Work Profile**

1. Ability to handle financial risks which include cost over-runs , delays in installation, accident insurances, equipment damages, pay packets, foreign exchange, interest rate etc. among other things

### **5. PROJECT COST**

The PMC shall work out indicative BOQ of various components and prepare rough cost estimates of the Project with a break up of cost for each component separately.

#### **5.1 Financial analysis and bid process**

Detailed financial analysis is not required to be undertaken by the Consultant. However, the Consultant shall provide the estimated construction costs, operation and maintenance costs, etc. as part of its preliminary financial analysis and appraisal of the Project. The PMC shall, also provide a preliminary assessment of the financial viability of the Project with a view to estimating the likely IRR over a period of 10 (ten) years, 15 (fifteen) years, 20 (twenty) years and 25 (twenty five) years respectively. It shall also provide assistance during the Bid Process for selection of the Contractor.

## 6. DELIVERABLES

The PMC shall deliver the following deliverables (the “**Deliverables**”) during the course of this Consultancy. The Deliverables shall be so drafted that they could be given to the prospective bidders for guidance in preparation of their bids. Twenty hard copies and two soft copies in CDs of all the final reports, etc. shall be submitted to the Authority. For draft reports only five hard copies and one soft copy in CD shall be submitted to the Authority.

- 1) As-Is study of the MSETCL.
- 2) Cost estimation for implementation of Corporate Level Data warehouse.
- 3) Corporate Level Data warehouse implementation for MSETCL,
- 4) Successful testing of CDW
- 5) Key benefits from the project implementation

## 7. TIME AND PAYMENT SCHEDULE

### 7.1 Time Schedule

The time period for completion of the entire project will be maximum of 1 year. The activity schedule to be given by PMC as per the following format:

SI No.	Activity description	Time schedule
1		
2		
3		
4		
5		
6		
7		

### 7.2 Payment schedule

The payment terms for the proposed project as follows

1. Submission of Inception report : 10% of the order value
2. Submission of Feasibility report : 10% of the order value
3. Submission of Detailed project report or tender document preparation for the project : 15% of the order value
4. Conducting a high level management workshop on the DPR : 10% of the order value
5. Submission of Final DPR along with budgetary estimate and BOQ for the proposed projects : 20% of the order value
6. Implementation of CDW : 25% of the order value
7. Testing of CDW : 10% of the order value

## 8. MEETINGS / PRESENTATION

The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held in Corporate office, Mumbai at the Authority's office. The applicant can show presentation on their company. Further, the Consultant may be required to attend meetings and conferences with pre-qualified Bidders or the Selected Bidder. The expenses towards attending such meetings during the period of Consultancy, including travel costs and *per diem* shall be reimbursed in accordance with the Financial Proposal contained in Annexure X of Appendix of the RFP.

## 9. PROJECT CONSULTANCY TEAM

9.1 The PMC shall form a multi-disciplinary team (the “**Consultancy Team**”) for undertaking this assignment as under:

<u>Key Personal</u>	<u>Responsibility</u>
<b>Data Analytic Consultants/Experts</b>	He will be responsible for the overall progress of the project; will lead the entire project team. He should have experience in handling data base structures for any reputed power system domain applications. He should have successfully completed the implementation of database structure design for any Data base system application under reputed projects of India in the past 3 years
<b>Domain Analytic Consultants/Experts</b>	He will be responsible for project implementation monitoring and relevant suggestions regarding power system domain. He should be Bachelor/ Master's Degree with more than 10 years of experience in power sector development

9.2 The PMC shall establish a Project Office at a suitable location in Mumbai for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office during the first 16 (sixteen) weeks as specified in the Manning Schedule forming part of the Agreement. The authorized officials of the Authority may visit the Consultant's Project Office any time during office hours for inspection and interaction with the Consultant's Personnel. It is not expected of the Consultant to carry out the operations from the Head/Home Office. However, he may do so for the remaining consultancy services beyond the first 16 (sixteen) weeks.

9.3 The Consultant shall mobilize and demobilize its Professional Personnel and Support Personnel with the concurrence of the Authority and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office. These time sheets/ attendance sheets shall be made available to the Authority as and when asked for and a copy of such record shall be submitted to the Authority at the end of each calendar month.

## **10. REPORTING**

10.1 The Consultant will work closely with the Authority. The Authority shall establish a working Group (the “**WG**”) to enable conduct of this assignment. A designated Project Director of the Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant’s outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.

10.2 The PMC may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.

10.3 The PMC will make a presentation on the reports for discussion with the WG at a meeting. This will be a working document. The PMC is required to prepare and submit a monthly report that includes and describes, *inter alia*, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The PMC’ work on the TOR tasks should continue while the report is under consideration and is being discussed.

10.4 Regular communication with the WG and the Project Director is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.

10.5 The Deliverables will be submitted as per schedule provided by the PMC.

## **11. DATA AND SOFTWARE TO BE MADE AVAILABLE BY THE AUTHORITY**

Available data as may be required by the PMC will be provided by the Authority on request. The Nodal Officer designated by the Authority shall facilitate handing over of such information to the Consultant.

## **12. COMPLETION OF SERVICES**

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Authority in soft form apart from the reports indicated in the Deliverables (Section 6). The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the

permission of the Authority. The PMC shall stand completed on acceptance by the Authority of all the Deliverables of the PMC and execution of the Agreement or 52 (fifty two) weeks from the Effective Date, whichever is earlier. The Authority shall issue a certificate to that effect. The Consultancy shall in any case be deemed to be completed upon expiry of 1 (one) year from the Effective Date, unless extended by mutual consent of the Authority and the Consultant.

Yours faithfully,

**sd/\_**

**Chief Engineer (DCM)**

# **MAHATRANSCO**

Maharashtra State Electricity Transmission Co. Ltd.



## **REQUEST FOR PROPOSAL (RFP)**

***For***

***Selection of Project Management Consultant for  
providing consultancy services for  
Implementation of Corporate Level Data Warehouse  
in MSETCL***

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## **1. INTRODUCTION**

### **1.1 Background**

1.1.1 The Chairman & Managing Director acting through the Department of Maharashtra State Electricity Transmission Company Ltd. (MSETCL), Government of Maharashtra (the Authority”) is engaged in the development Transmission system in Maharashtra and as part of this endeavor, the Authority has decided to undertake Implementation of Corporate Level Data Warehouse for MSETCL.

1.1.2 In pursuance of the above, the Authority has decided to carry out the process for selection of a Technical Consultant, for Implementation of Corporate Level Data Warehouse for MSETCL. The Technical Consultant shall prepare the deliverables in accordance with the Terms of Reference specified at Schedule-1 (the “TOR”).

### **1.2 Request for Proposal**

The Authority invites Proposals (the “**Proposals**”) for selection of a Project Management Consultant (the “**Consultant**”) who shall prepare a deliverables for implementation of the Corporate Level Data Warehouse Project for MSETCL.

### **1.3 Due diligence by Applicants**

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.7.

### **1.4 Sale of RFP Document**

RFP document can be obtained between 1100 hrs and 1600 hrs on all working days on payment of a fee of Rs. 5000/+ GST as applicable - (non-refundable). The document can also be downloaded from the Official Website of the Authority. In case of a downloaded form also, the Applicant need to deposit the aforesaid fee at Prakashganga, plot no. C-19, E-Block, BKC, Bandra (East), Mumbai- 400 051 in the form of cash or DD/ Pay order of any nationalized or scheduled bank in favor of “Maharashtra State Electricity Transmission Co. Ltd.”, payable at Mumbai along with physical submission of bid. The application form without proof of application fee will not be considered.

### 1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the PDD”).

### 1.6 Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the “**Selection Process**”) in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Section 3. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out of those shortlisted in technical evaluation. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected for negotiation (the “**Selected Applicant**”) while the second ranked Applicant will be kept in reserve.

### 1.7 Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

#### **Event Description Date**

1. Downloading of application documents - from 25.09.2017.
2. Last date for receiving queries/clarifications -20 days prior to PDD
3. Pre-Proposal Conference - Will be informed later on MSETCL website
4. Authority response to queries -11 days prior to PDD
5. Proposal Due Date or PDD – 26.10.2017 (upto 11.30 Hrs)
6. Opening of Proposals- On Proposal Due Date
7. Letter of Award (LOA)- Within 20 days of PDD
8. Signing of Contract agreement: Within 20 days of LOA
9. Validity of Applications: 90 days of Proposal Due Date

### 1.8 Communications

1.8.1 All communications including the submission of Proposal should be addressed to:

Office of the Chief Engineer (Contracts & Monitoring)  
Plot No. C-19, E- Block

Prakashganga Building, Bandra Kurla Complex  
Bandra (E), Mumbai -51  
Tel: 022-2659 8589(O)/ 022-2659 8588  
Fax: 022-2659 8587  
E-mail: [cecm@mahatransco.in](mailto:cecm@mahatransco.in)

1.8.2 The **Official Website** of the Authority is:  
<http://www.mahatransco.in/>

1.8.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP Notice No. \_\_\_\_\_  
Name of the Project. \_\_\_\_\_

## **1.9 Pre-Proposal visit to the Site and inspection of data**

Prospective applicants may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer.

## **2. INSTRUCTIONS TO APPLICANTS**

### **A. GENERAL**

#### **2.1 Scope of Proposal**

2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this TOR. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the "**Sole Firm**") or as lead member of a consortium of firms (the "**Lead Member**") in response to this invitation. The term applicant (the "**Applicant**") means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

### 2.1.3 Key Personnel:

The Consultancy Team shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below:

<b>Key Personal</b>	<b>Responsibility</b>
<b>Data Analytic Consultants/Experts</b>	He will be responsible for the overall progress of the project; will lead the entire project team. He should have experience in handling data base structures for any reputed power system domain applications. He should have successfully completed the implementation of database structure design for any Data base system application under reputed projects of India in the past 3 years
<b>Domain Analytic Consultants/Experts</b>	He will be responsible for project implementation monitoring and relevant suggestions regarding power system domain. He should be Bachelor/ Master’s Degree with more than 10 years of experience in power sector development

## 2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:

### i) Technical

1. The company should be working for last 5 years in the field of **Software and Database Consultants** with Electricity boards in India.
2. The bidder should have the experience of analysis/studies of large Electrical power system network such as national Grid Data/LDC data etc. for the Distribution & Transmission Utility in India. The perspective bidder shall also have the adequate knowledge of power sector operation and working of the state utility in managing the demand. Necessary documentary evidence along with the work completion certificate OR purchase order copies shall be enclosed along with the tender.
3. Company should have development/support center in India for supporting the project at any given point of time during the project execution.

4. Team should comprise the members having experiences as per the following table:

Data Analytic	PG in IT/Electronics/Computer science with 10 years of power sector experience.	Two
Domain Analytic	PG IT/Electronics/Computer with 10 years' experience of Power transmission Sector.	Two

5. MSETCL shall follow the principles of a Quality and Cost Based Selection (QCBS) process for identification of 'Preferred Bidder'.
6. The applicant shall furnish contact particulars of the relevant Officers of the clients for which the above works have been executed, to enable MSETCL to verify the claim of the applicant.
7. The applicant should also furnish the following;
- Successful completion certificate mentioning start and end date of the work duly signed by the client organization's project in-charge / any equivalent officer / the authorized signatory.
  - Copies of work orders / contracts from the client stating the project title, project value and the brief scope of work of the project.
  - If the applicant firm has completed projects as JV with some other firms, weightage shall be given as per the JV share. However, if the applicant firm has executed the project as associate with some other firms, 25% weightage shall be given to the applicant firm for the projects completed under such association.

## ii) Financial

- The minimum turnover of the company should be twice of the offered bid price.
- The Bidder shall be financially sound and shall submit Audited Financial report for the last three years preceding the data of bid submission. The Bidder shall furnish the latest Valid Income Tax and GST Certificates, Registration Certificate Etc.,
- The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors [ Annexure VIII] stating its total revenues from professional fees during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory

auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

4. The Applicant should submit a Power of Attorney as per the format at Annexure VII; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
5. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
6. An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
7. While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.
8. Documentary proof in the form of a Certificate from the statutory auditor/ Chartered Accountant of the applicant's company duly signed and stamped by the statutory auditor/ Chartered Accountant needs to be submitted as proof for annual turnover. Base year for determination of escalation shall be F.Y. 2012-13 and the following enhancement/escalation factor will be used as under:

Financial Year	Enhancement /Escalation Factor
2016-17	1.00
2015-16	1.05
2014-15	1.10

## 2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without

prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

(a) the Applicant, its consortium member (the "**Member**") or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows:

(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of

such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (b) A constituent of such Applicant is also a constituent of another Applicant; or
- (c) Such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- (f) There is a conflict among this and other consulting assignments of the Applicant (including its personnel) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) A firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder, if any, for the Project, its contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Agreement, if any, or its contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such agreement or its contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h),

indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

## **2.4 Number of Proposals**

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

## **2.5 Cost of Proposal**

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **2.6 Site visit and verification of information**

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions.

## **2.7 Acknowledgement by Applicant**

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) Made a complete and careful examination of the RFP;
- (b) Received all relevant information requested from the Authority;
- (c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority;
- (d) Satisfied itself about all matters, things and information necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) Acknowledged that it does not have a Conflict of Interest; and
- (f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

## **2.8 Right to reject any or all Proposals**

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation is made or discovered, or
- (b) The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal. Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium,

then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## **B. DOCUMENTS**

### **2.9 Contents of the RFP**

2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

#### **Request for Proposal**

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

#### **Schedules**

#### **Terms of Reference**

#### **Appendix**

Annexure I	APPLICATION PROFORMA FOR CONSULTANTS
Annexure II	BIODATA FORMAT TO BE SUBMITTED WITH PROPOSAL
Annexure III	RELEVANT SERVICES CARRIED OUT BY THE FIRM WHICH ILLUSTRATES THEIR BEST QUALIFICATIONS DURING LAST 5 YEARS
Annexure IV	DETAILED INFORMATION IN RESPECT OF KEY

## TECHNICAL PERSONNEL AVAILABLE WITH THE FIRM

Annexure V	UNDERTAKING REGARDING NON-DEBARREMENT / BLACKLISTING / DETAILS OF LITIGATION HISTORY
Annexure VI	BID SECURITY FORM (BG) FORMAT
Annexure VII	POWER OF ATTORNEY FORMAT
Annexure VIII	FINANCIAL CAPACITY OF APPLICANT
Annexure IX	PROPOSED METHODOLOGY AND WORK PLAN
Annexure X	FINANCIAL PROPOSAL
Annexure X	PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY CONTRACTOR

### 2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing before the date mentioned in the Schedule of Selection Process at Clause 1.7. The envelopes shall clearly bear the following identification:

“Queries/Request for Additional Information concerning RFP for.....”

The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.9 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

### 2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by fax or e-mail.

2.11.2 All such amendments will be notified in writing through fax or e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

## **C. PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.12 Language**

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### **2.13 Format and signing of Proposal**

2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified Annexures and complete in all respects.

2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of

Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the Applicant shall submit one soft copy and one hard copy of the Proposal, along with Documents, marked “COPY”. In the event of any discrepancy between the original and its copies, the original shall prevail.

2.13.3 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the “**Authorized Representative**”) as detailed below:

(a) by the proprietor, in case of a proprietary firm; or

- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- (d) by the authorized representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in Annexure VII shall accompany the Proposal.

2.13.4 Applicants should note the Proposal Due Date, as specified in Clause 1.7, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.16.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

## **2.14 Technical Proposal**

2.14.1 Applicants shall submit the proposal in the formats at Appendix.

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) The Bid Security is provided;
- (b) All Annexures are submitted in the prescribed formats and signed by the prescribed signatories;
- (c) Power of Attorney, if applicable, is executed as per Applicable Laws;
- (d) CVs of all Professional Personnel have been included;
- (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 of the RFP;
- (f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;

(g) The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;

(h) The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;

(i) Professional Personnel proposed have good working knowledge of English language;

(j) Key Personnel would be available for the period indicated in the TOR;

(k) No Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal; and

(l) The proposal is responsive in terms of Clause 2.21.4.

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.13 shall make the Proposal liable to be rejected.

2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.14.5 The Technical Proposal shall not include any information relating to the price quoted.

2.14.6 The proposed team shall be composed of experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Annexure-II of Appendix.

2.14.7 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the

Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

- 2.14.8 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

## **2.15 Financial Proposal**

- 2.15.1 Applicants shall submit the financial proposal in the formats at Appendix clearly indicating the total cost of the Consultancy (Item [G] of Annexure-X) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

- 2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

(i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

(iii) Costs (including break down of costs) shall be expressed in INR.

## **2.16 Submission of Proposal**

2.16.1 The Applicants shall submit the Proposal in ONLY IN HARD BOUND FORM with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of the RFP. In case the proposal is submitted on the document down loaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, Consultancy name as indicated at Clauses 1.8.1 and 1.8.3 and the name and address of the Applicant. It shall bear on top, the following:

“Do not open, except in presence of the Authorized Person of the Authority” If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.16.3 The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked ‘**Technical Proposal**’ and the other clearly marked ‘**Financial Proposal**’. The envelope marked “Technical Proposal” shall contain:

(i) Application in the prescribed format (Annexure I of Appendix) along with Annexures II to X of Appendix and supporting documents; and (ii) Bid security as specified in Clause 2.20.1.

2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.

- 2.16.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.16.6 The Proposal shall be made in the Annexures specified in this RFP. Any attachment to such Annexures must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like company brochures, copy of contracts etc. will be entertained.
- 2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the deliverables by the Authority and discharge of all obligations of the Consultant under the Agreement.

## **2.17 Proposal Due Date**

- 2.16.1 Proposal should be submitted at or before 1130 hrs on the Proposal Due Date specified at Clause 1.7 at the address provided in Clause 1.8 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- 2.16.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

## **2.18 Late Proposals**

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

## **2.19 Bid Security**

- 2.19.1 EMD of Rs. 1 lakhs as token bid security in the form of Bank Guarantee (**Annexure-VI**) of any nationalized or scheduled bank valid for 3 years from the due date of submission of application.

**Note: above bid security is token bid security it does not have any relevance with cost estimate.**

- 2.19.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as nonresponsive.
- 2.19.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.19.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant submits a non-responsive Proposal;
- (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.23.1;
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.27 and 2.28 respectively; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

#### **D. EVALUATION PROCESS**

##### **2.20 Evaluation of Proposals**

2.20.1 The Authority shall open the Proposals at 11.30 hours on the Proposal Due Date, at the place specified in Clause 1.8.1 and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

2.20.2 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- (a) The Technical Proposal is received in the form specified at Annexure I;
- (b) It is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;

- (c) It is accompanied by the Bid Security as specified in Clause 2.19.1.
- (d) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
- (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.2(ii) point 4.
- (f) it contains all the information (complete in all respects) as requested in the RFP;
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

2.20.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.20.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.20.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.20.7 Applicants are advised that Selection will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

2.20.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

## **2.21 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

## **2.22 Clarifications**

2.22.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.22.2 If an Applicant does not provide clarifications sought under Clause 2.22.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **E. APPOINTMENT OF CONSULTANT**

### **2.23 Negotiations**

2.23.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall not be necessarily for reducing the price of the Proposal, but may be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score marks as required under Clause 3.3(iii) shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.23.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

## **2.24 Substitution of Key Personnel**

- 2.24.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 2.24.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.
- 2.24.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement

## **2.25 Indemnity**

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

## **2.26 Award of Consultancy**

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

## **2.27 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.7. The Selected Applicant shall not be entitled to seek any deviation in the Agreement. It is responsibility of selected consultancy to submit bank guarantee (as per annexure-VI) & other such document required for contract agreement. Delay in submission shall retain authority from payment to selected consultancy firm.

## **2.28 Commencement of assignment**

The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.27 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.19.4.

## **2.29 Proprietary data**

Subject to the provisions of Clause 2.21, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

## **3. CRITERIA FOR EVALUATION**

- 3.1 MSETCL shall follow the principles of a **Quality and Cost Based Selection (QCBS)** process for identification of 'Preferred Bidder'. Accordingly, it requests the short listed bidders/ consultants to submit their Technical and Financial Proposals in separate sealed envelopes.
- 3.2 The evaluation committee appointed by the MSETCL will evaluate the proposals on the basis of their responsiveness to the scope of work by applying the evaluation criteria, sub criteria and point system. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the scope of work or if it fails to achieve the minimum technical score indicated in the tender document.

- 3.3 The Technical Proposal would be evaluated on the basis of the parameters and weightages against those parameters as laid out below:

Description of Criteria	Maximum Points
(i) Specific experience of providing consultancy in the sector and similar project experience [Annexure III]	20 points
(ii) Adequacy of the proposed work plan and methodology in responding to the scope of work. [Annexure IX]	20 points
(iii) Qualifications and competence of the key staff for the assignment. Minimum of 4 pages per CV and maximum of 8 pages. [Annexure- II]  Data Analytic – 15 points Domain analytic — 15 points	30 points
(v) Power Point presentation and discussion with Authority	30 points

***Minimum qualifying technical score is 75 points.***

Weightages given to the technical and financial proposals:	
Technical Proposal	<b>T = 0.70</b>
Financial Proposal	<b>P = 0.30</b>

- 3.4 For each of the lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed in inverse proportion to the lowest bid. Similarly, for each of the highest Technical Proposal (Tm) will be given a technical score (St) of 100 points. The technical scores (St) of the other Technical Proposals will be computed in inverse proportion to the highest technical proposal. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1):

$$S = St \times T\% + Sf \times P\%.$$

- 3.5 The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 3.6 Not more than five shall be pre-qualified and shortlisted for financial evaluation in the second stage. However, if the number of such prequalified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 75 points even if such Applicant(s) do(es) not qualify in terms of; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.
- 3.7 In case of same total score, the firm with higher technical score will be considered qualified.

#### **4. FRAUD AND CORRUPT PRACTICES**

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **5. PRE-PROPOSAL CONFERENCE**

- 5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website for the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each

Applicant shall be allowed to participate on production of an authority letter from the Applicant.

- 5.2 During the course of Pre-Proposal Conference, the Applicants can show presentation on their company will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## **6. MISCELLANEOUS**

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Applicant in order to receive clarification or further information;
  - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
  - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

Yours faithfully,

**sd/\_**

**Chief Engineer (DCM)**

**Encl: Annexure I to XI.**

## ANNEXURE I

APPLICATION PROFORMA FOR CONSULTANTS			
	<b>General Information</b>		Ref. page No. of documentary proof in the application
	(i) Name and address of the consultant/consulting firm		
	(ii) Whether Pvt. Ltd. Company/JV/Public Co./Others		
	(iii) Name of the authorized contact person /representative duly certified by the head of the consulting firm		
	(iv) Profile of the firm (Please elaborate field of activities)		
<b>1</b>	<b>STRUCTURE &amp; ORGANISATION OF FIRM</b>		
	Date, month and year of incorporation of Firm		
<b>A</b>	Standing of the firm (As on 31.03.2017)	__Years	
	NOTE: (i) ( The consultant shall submit, a copy of original document defining constitution or legal status, place of registration, principal place of business and power of attorney. In case of a proprietary firm and partnership firm, the document related to registration of the firm with concerned government department shall be submitted. In case of a company, Memorandum of Association and Article of Association, Name of directors and share holders shall also be furnished.)		
<b>B</b>	No. of full time technical personnel who are in the payroll of the firm for at least one year as on 30.04.2017 with following qualifications and experience:		
	(i) Graduate with minimum 10 years of experience	__Persons	

	NOTE: The detailed information regarding technical personnel mentioned above may be furnished as per Annexure-IV.		
<b>C</b>	<b>FINANCIAL STRENGTH:</b>		
	Annual Turnover of last three years/ one year, as applicable (Rs. in lakhs)		
	Financial Year 2016-17 (Rs. in lakhs)		
	Financial Year 2015-16 (Rs. In lakhs)		
	Financial Year 2014-15 (Rs. In lakhs)		
	Note : Enclose audited accounts for the last three years in support. The applicant should indicate annual turnover without accounting for enhancement/escalation factors.		
<b>2</b>	<b>FIRM'S RELEVANT EXPERIENCE:</b>		
	<p><b>Note: Please mention number of projects completed by the firm in last 5 years against each of sub-item with documentary proof from client. For each project one sheet of Annexure-III should be filled up properly giving as much as details as possible.</b></p> <p>The applicant shall furnish the following;            Successful completion certificate mentioning start and end date of the work duly signed by the client organization's project in-charge / any equivalent officer / the authorized signatory.</p>		
	Number of consulting project to the transmission company in India	_____Projects	

## Annexure II

### BIODATA FORMAT TO BE SUBMITTED WITH PROPOSAL

Affix recent  
photograph

1. Proposed position:
2. Name:
3. Contact address with Tel. No. & e-mail ID:
4. Date of birth:
5. Nationality:
6. Educational qualification:
7. Other training:
8. Language & degree or proficiency:
9. Membership of professional societies:
10. Countries of work experience:
11. Name of the firm where working: **(indicate whether full time/ part time employee or retainer)**
12. Years with the firm:
13. Employment record: from      to  
  
Name of the employer:  
  
Position held:  
  
Description of duties:
14. Overall Professional Experience (in years):
15. Related Work Experience (in years):

16. Details of the Related Work Experience:

Item	Sl. No.	Brief Description of the Project/ Study	Name of the Client	Period of completion		Description of the actual services provided by the key person
				Date of Start	Date of completion	
Projects/ studies completed	1 2 -					
Projects/ studies in hand	1 2 -					

NOTE:

1. The CVs must be signed by key personnel and counter-signed by authorized representative in ink on each and every page and should not be older than three months from the date of submission of application. Photograph of the key personnel shall be affixed on their respective CV. The contact address with telephone & mobile number, e-mail ID of the key personnel must be furnished. Unsigned CVs or CVs with incomplete information shall not be evaluated.
2. Use separate Form for each Key Personnel.

## ANNEXURE-III

**RELEVANT SERVICES CARRIED OUT BY THE FIRM**

**WHICH ILLUSTRATES THEIR BEST QUALIFICATIONS DURING LAST 5 YEARS**

<b>Project Name</b>		<b>Country</b>	<b>Project location within country:</b>
<b>Date of Agreement:</b>		<b>Professional staff provided:</b> (a) No. of staff (b) No. of man-months	
<b>Name and address of client:</b>			
<b>Start date (month/year)</b>	<b>Completion date (month/year)</b>	<b>Approx. value of consultancy services:(cost as per Agreement in INR(Lakhs):</b>	
<b>Whether project was done alone or as a JV or in association with other firm/ firms:</b>			
<b>Name of Lead partner in case of JV/association:</b>	<b>JV Share of the firm in case of JV:</b>	<b>No. of man-months of professional staff provided by associated firm (s) :</b>	
<b>Name of Senior staff involved and functions performed : ( Functions performed by the associated firm (s) to be given separately)</b>			

Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience

## ANNEXURE-IV

DETAILED INFORMATION IN RESPECT OF KEY TECHNICAL PERSONNEL AVAILABLE WITH THE FIRM

Sr.No	Name	Academic Qualification Degree /Masters*	Year of passing	No. of years of experience in the relevant field	Signature of respective technical personnel

Signature of the authorized signatory of the firm

\*In case of Masters, please mention the discipline like Masters (Science), etc.

## ANNEXURE-V

### UNDERTAKING REGARDING NON-DEBARREMENT / BLACKLISTING / DETAILS OF LITIGATION HISTORY

---

**Tender No.** .....

I, the undersigned hereby confirm that,

1. We have not made any changes in the offer document, except for filling in appropriate columns.
2. Firm against whom a litigation is not in process.
3. Our firm has not been blacklisted/barred by any regulatory/statutory body and or public sector.
4. We undertake that we will not participate in any tender process in connection with the implementation of any assignment and its related hardware, software and facility management services of such system.

The undersigned has been authorized to sign the above undertaking on behalf of Company.

Date:

Signature of authorized

Place:

Representative Name \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bidder Firm \_\_\_\_\_

Common Seal of Company \_\_\_\_\_

## Annexure-VI

### BID SECURITY FORM

#### BANK GUARANTEE IN LIEU OF BID SECURITY

(To be stamped in accordance with Stamp Act)

(Refer Clause No. 2.19.1)

Bank Guarantee No.....

Date.....

Ref.....

In accordance with invitation to Request for Proposal (RFP) from consultants/agencies for selection of consultants for providing consultancy services in obtaining timely clearances of the forest land involved in construction EHV transmission lines under Forest Conservation Act 1980 in accordance with MSETCL requirement M/S (Agency) \_\_\_\_\_ or Mr. \_\_\_\_\_ Address \_\_\_\_\_ Director(s) \_\_\_\_\_ wish/wishes to participate in the said RFP and as a bank guarantee for the sum of Rs.....(in words Rs.....) as specified in the RFP valid for .....( 1 year from the due date of submission of RFP) to be submitted by the agency/consultant . This bank hereby guarantees and undertakes, during the above said period, to immediately pay on written request by Maharashtra State Electricity Transmission Co. Ltd; (Owner) the amount of Rs. .... to the said Electricity transmission Co. Ltd; without any reservations. This guarantee would remain valid up to 4 P.M. on..... (1 year from the due date of submission of RFP) and if any further extension to this is required, the same will be extended on receiving instructions from M/s. ....on whose behalf this Guarantee has been issued.

Date:

Signature:.....

Address:

Name & Designation:.....

(Attorney as per power of Attorney)

(Banker's Seal)

## Annexure-VII

### **Power of Attorney** (Refer Clause 2.2.2(ii - 4) )

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for .....[Name of Project]....., proposed to be developed by the MSETCL including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....,

2014

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarized by a notary public.*

*Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

## Annexure-VIII

### Financial Capacity of the Applicant

(Refer Clause 2.2.2 (ii))

S. No.	Financial Year	Annual Revenue (Rs in Crores)
1		
2		
3		

#### **Certificate from the Statutory Auditor\$**

This is to certify that .....(name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

**\$** In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

## **Annexure-IX**

### **Proposed Methodology and Work Plan**

The proposed methodology and work plan shall be described as follows:

#### **1. Understanding of TOR (not more than two pages)**

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

#### **2. Methodology and Work Plan (not more than three pages)**

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

**Note:** Marks will be deducted for writing lengthy and out of context responses.

## Annexure X

### Financial Proposal

(Refer Clause No. 2.15)

Item No.	Description	Amount (Rs.)
<b>A.</b>	<b>RESIDENT PERSONNEL AND LOCAL COSTS</b>	
<b>I</b>	Remuneration for Resident Professional Personnel (inclusive of all personal allowances)	
<b>II</b>	Remuneration for Resident Support Personnel (inclusive of all personal allowances)	
<b>III</b>	Office Rent	
<b>IV</b>	Office Consumables like stationery, communication etc.	
<b>V</b>	Office Furniture and Equipment (Rental)	
<b>VI</b>	Reports and Document Printing	
<b>VII</b>	Surveys & Investigations	
<b>VIII</b>	Miscellaneous Expenses	
	<b>Sub-total Resident Personnel and Local Costs (A):</b>	
<b>B.</b>	<b>EXPATRIATE PERSONNEL</b>	
<b>I.</b>	Remuneration for Expatriate Personnel (inclusive of all personal allowances)	
	<b>Sub-total Expatriate Personnel (B):</b>	
	<b>Total of Personnel and Local Costs (A+B):</b>	
<b>C.</b>	<b>POST REPORT CONSULTATIONS</b>	
<b>I</b>	Data Analytics consultant/expert	
<b>II</b>	Domain Analytics consultant/expert	
	<b>Subtotal Post Report Consultations (C):</b>	

<b>D.</b>	<b>SUBTOTAL OF A+B+C</b>	
<b>E.</b>	<b>OVERHEAD EXPENSES @ ..... % of (D)</b>	
<b>F.</b>	<b>GST as applicable</b>	
<b>G.</b>	<b>TOTAL (including taxes) (D+E+F) (in Rs.)</b> In Indian Rupees in figures in words _____	
<b>H.</b>	<b>ADDITIONAL COSTS (not included in evaluation)</b>	
<b>I</b>	Domestic travel from firm's office to the Project Office (restricted to three return rail fares for each Personnel)	
<b>II</b>	International travel from firm's office to the Project Office (restricted to two return full fare economy class air fares for each Expatriate Personnel)	
<b>III</b>	Return journeys from Project Office to Authority's office to attend meetings held by the Authority (provide indicative amount for three return fares)	
	<b>Total of Additional Costs (H)</b>	
<b>I.</b>	<b>TOTAL COST OF THE CONSULTANCY (G+H)</b> In Indian Rupees in Figures in Words _____	

**Note:**

1. Miscellaneous Expenses in Item A VIII shall not exceed 15% (fifteen per cent) of the total amount in Item D.
2. No escalation on any account will be payable on the above amounts.
3. All other charges not shown here and all insurance premiums are considered included in the man day rate/ overhead/ miscellaneous expenses.
4. The Authority may require the Key Personnel to visit the Project/ the Authority's offices for further consultations after their Report has been accepted.

5. The Authority may require Professional Personnel to visit the Project/the Authority's offices for further consultations or undertake desk work after the report has been accepted.
6. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
7. For the purposes hereof "**Statement of Expenses**" means a statement of the expenses incurred on each of the heads indicated in the Financial Proposal.

## **Annexure XI**

### **PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE MATERIALS HANDED OVER IN INSTALMENTS BY MSETCL FOR PERFORMANCE OF ITS CONTRACT**

(On non-Judicial stamp paper of appropriate value)

#### **INDEMNITY BOND**

THIS INDEMNITY BOND is made on this..... day of.... 20.....by ....., a company registered under the law, having its Registered Office at..... (hereinafter called a 'Contractor' or 'Obligor' which expression shall include its successors and permitted assigns) in favor of Maharashtra State Electricity Transmission Co. Ltd; constituted under the Electricity (Supply) act 1948 having its Registered Office at Mumbai and its project in .....Maharashtra State. (Hereinafter called the MSETCL which expression shall include its successors and assigns):

WHEREAS MSETCL has awarded to the Contractor a Contract for..... vide its Award letter/Contract No..... And Amendment No..... (Applicable when amendments have been issued) (hereinafter called "Contract") in terms of which the MSETCL is required to hand over materials to the Contractor for execution of the Contract.

AND WHEREAS by virtue of Clause No..... of the said Contract, the Contractor is required to execute an Indemnity Bond in favor of the MSETCL for the materials handed over to it by the MSETCL for the purpose of performance of the Contract/Erection portion of the Contract. (hereinafter called the "Material").

NOW THEREFORE, this indemnity Bond witnessed as follows:

1. That in consideration of various materials as mentioned in the Contract valued at Rs..... (Rupees.....) handed over to the Contractor in installments from time to time for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep the MSETCL indemnified, for the full value of the Material. The Contractor hereby acknowledges receipt of initial installments of the Materials as per details in the Schedule appended hereto. Further the Contractor agrees to acknowledge receipt of the subsequent installments of the Material as required by the MSETCL in the form of schedules consecutively numbered which shall be attached to this Indemnity Bond so as to form

integral part of this Bond. It is expressly understood by the Contractor that handing over of the Dispatch title documents in respect of the said Material duly endorsed by the MSETCL in favor of the Contractor shall be construed as handing over of the Material purported to be covered by such title documents and the Contractor shall hold such materials in trust as a Trustee for and on behalf of the MSETCL.

That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Material at the said project sites against all risks whatsoever till the Material are duly used/ erected in accordance with the terms of the Contract and the Plant/Package duly erected and commissioned in accordance with the terms of the Contract, is taken over by the owner. The Contractor undertakes to keep the owner harmless against any loss or damage that may be caused to the Materials.

The Contractor undertakes that the Materials shall be used exclusively for the Performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the material shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purposes including legal/penal consequences.

4. The MSETCL is and shall remain the exclusive Owner of the Materials free from all encumbrances, charges or liens of any kind, whatsoever. The materials shall at all times be open to inspection and checking by Engineer-in-Charge /Engineer or other employees / agents authorized by him in this regard. Further, the MSETCL shall always be free at all times to take possession of the materials in whatever form the Materials may be, if in its opinion, the Materials are likely to be endangered, mis-utilized or converted to uses other than those specified in the Contract, by and acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the contractor binds itself and undertakes to comply with the directions of demand of the MSETCL to return the Materials without any demur or reservation.

5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the materials or the same or any part thereof is mis-utilized in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-charge/Engineer of the Owner shall be binding on the Contractor. The Contractor binds itself and undertakes to replace the lots and any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to the MSETCL against the Contractor under the Contract and under this Indemnity Bond.

6. NOW THE CONDITION of this bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of MSETCL. Then, the above bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set its and through its authorized representative under the common seal of the Company, the day, month and year first above mentioned

Particulars of the material handed over	Qty. of Dispatch	Particulars the Title Docu- ment	Value of Material in token of receipt.	Signature of Attorney
			----- RR/LR/ Carrier No.,date of bill/ Date of loading.	

(Please Number subsequent Schedules)

For and on behalf of

M/s.-----

WITNESS:

I) 1. Signature----- (Signature)-----

2. Name----- (Name)-----

3. Address----- (Designation)-----

II) 1. Signature----- (Common Seal)

2. Name----- (In case of Company)

### 3. Address-----

-----  
Indemnity Bonds are to be executed by the authorized persons and

(i) in case of contracting Company under common seal of the Company of (ii) having the power of attorney issued under common seal of the Company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a photo state copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.