

**CHHATTISGARH STATE  
ELECTRICITY REGULATORY COMMISSION**

**Tender Specification**

**NO. T- 07/2012**

**Appointment of Consultant for assistance to Commission  
in Scrutiny, Analysis and Disposal of Petitions to be filed by**

- Chhattisgarh State Power Generation Co. Ltd,
- Chhattisgarh State Power Transmission Co. Ltd,
- Chhattisgarh State Power Distribution Co. Ltd. and
- State Load Dispatch Center

**for  
Truing up of previous years and  
Determination of Tariff for Ensuing Years**

Last date of submission of tender : 19/11/12    15:00 Hrs.  
Date of opening of technical bids : 19/11/12    15:30 Hrs.  
Date of opening of financial bids : 26/11/12    15:30 Hrs.

**CHHATTISGARH STATE  
ELECTRICITY REGULATORY COMMISSION  
IRRIGATION COLONY, SHANTI NAGAR,  
RAIPUR (C.G.) 492001  
FAX NO. 0771-4073553  
Website : [www.cserc.gov.in](http://www.cserc.gov.in)  
e-mail : [cserc.sec.cg@nic.in](mailto:cserc.sec.cg@nic.in)**

**Cost of Tender: Rs. 1000/-  
(Non-refundable)**

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Note: All the above documents are to be submitted by the tenderer duly signed by the authorized signatory along with the bids.

# **CHHATTISGARH STATE ELECTRICITY REGULATORY COMMISSION**

## **Section-1: Instructions to Bidders**

### **TERMS AND CONDITIONS**

#### **1. INTRODUCTION**

Chhattisgarh State Electricity Regulatory Commission (CSERC) has been set up under the Electricity Act, 2003 (Act). From 2006-07 to 2009-10, Tariff determination for CSEB / successor companies was done in accordance to CSERC (Terms and Conditions for Determination of Tariff) Regulations, 2006. For subsequent years CSERC (Terms and Conditions of determination of tariff according to Multi-Year Tariff principles) Regulations, 2010 prevailed.

Chhattisgarh State Electricity Board (CSEB) was vertically integrated utility which was earlier assigned the functions of generation, transmission, distribution and supply of electricity. As the result of unbundling of CSEB, w.e.f. 01.01.2009, Chhattisgarh State Power Distribution Co. Ltd. (CSPDCL), Chhattisgarh State Power Generation Co. Ltd. (CSPGCL) and Chhattisgarh State Power Transmission Co. Ltd. (CSPTCL) have been assigned the work of distribution, generation and transmission respectively.

The Commission passed a combined order on petition no. 53 of 2010, 49 of 2010, 51 of 2010 and 09 of 2011 on 31.03.2011. Vide the referred order, Commission decided final true up for 2005-06 and 2006-07, with provisional true up for 2007-08 and 2008-09. The revenue surplus / deficit of previous years was allocated to successor entities of CSEB. Further, provisional true up for 2009-10 for CSPGCL, CSPTCL and CSPDCL was also done. After considering net ARR, Tariff for 2011-12 was decided. The order was challenged by CSPDCL before APTEL in petition no 89/2011 and was decided by APTEL on 14<sup>th</sup> August 2012. The true up for previous years need to be reviewed accordingly. Recently a review petition has also been filed by CSPDCL before APTEL against the order dt 14.08.2012.

Further, the State Power Companies filed petitions for determination of tariff for FY 12-13. Commission disposed off the petitions (No 09/2012, 05/2012, 03/2012 and 61/2011) vide common order dt 28.04.2012. Recently, CSPDCL has filed an appeal (No 173/2012) before the APTEL.

The current control period as defined in the CSERC (Terms and Conditions of determination of tariff according to multi-year tariff principles) Regulations, 2010 is going to expire on 31<sup>st</sup> March 2013. After due process, the Commission has framed

a new regulation for the Control period FY2013-14 to FY 2015-16. The regulation has been finalized and has been released to Government press for publication. Soon, the copy of the regulation is expected to be posted on the Commission's web site also, however, interested bidders may also get a copy of the same by sending request on mail to [cserc.sec.cg@nic.in](mailto:cserc.sec.cg@nic.in)

Now, In accordance with the sections 61 and 62 of the Act, and CSERC (Terms and Conditions for determination of tariff according to Multi-Year Tariff principles and Methodology and Procedure for determination of Expected revenue from Tariff and Charges) Regulations, 2012, the State Power Companies are supposed to file petitions regarding truing up of previous years and approval of ARR for control period from FY 13-14 to FY 15-16. The tariff for CSPGCL, CSPTCL and charges for SLDC are to be decided for the control period FY 13-14 to 15-16 and retail tariff for CSPDCL is to be determined for FY 13-14. The issues for reconsideration, as directed by APTEL in order dated 14.08.2012 (petition no 89/2011) are also supposed to come up for redressal.

In view of the above developments, the Commission has decided to obtain the services of competent consultants for the tasks listed in Section-2 of this document.

The Commission wishes to select reputed consultancy firm by inviting bids from interested and eligible parties, who will be required to submit detailed technical and financial bids, quoting for tasks listed in Section-2. These proposals will form the basis for any contract between the firm and the Commission.

In order to satisfactorily establish their competence, suitability and competitiveness for executing the assignment, the Bidders should provide information sought herein. The cost of preparation of bid and negotiating the contract including the visits to this Commission for such purposes shall be borne by the bidders themselves.

The bidders must fully acquaint themselves with local conditions and take these into account in preparation of their bids.

The Commission is not bound to accept any of the bids submitted and reserves its right to cancel any or all of the bids without assigning any reasons, whatsoever it may be.

## **2. ELIGIBILITY & QUALIFICATION REQUIREMENT**

2.1 The invitation of bid is open to the consultancy firms who meet the requisite qualification requirements stipulated as under;

(a) Firm, should have completed at least **Nine (9) jobs in last 3 years** of-

- Either** - Preparation of tariff petition on behalf of SEB / utility  
**or** - Assistance to Commission in disposal of such petitions .  
**or** - Combination thereof.

**The function wise mandatory breakup is-**

- **Generation – Min. 2 jobs.**
- **Transmission – Min. 2 jobs.**
- **Distribution – Min. 3 Jobs.**

The job details shall be submitted in Annexure –Form I

(b) Firm, should have at least 10 member team of consultants on full time pay roll. The firm is required to give details of such members in the form –II.

Out of the above at least 6 members should be of experience more than 3 years.

(c) At least four member team of professional staff should be earmarked for deployment against instant tender. The C.V. of the team members proposed for deployment against the instant assignment shall be clearly mentioned in Annexure – Form III. The minimum qualification and experience of the team members should be as under:-

- One member with Engineering Degree i.e. B.E. or B.Tech. or Equivalent and Minimum 3 year experience of working in electricity regulatory framework.
- One member with Finance degree i.e. MBA / PGDBA / ICAI (Cost) / CA or Equivalent and Minimum 3 year experience of working in electricity regulatory framework.
- One member having Engineering / Finance degree with Minimum 5 year experience of working in electricity regulatory framework.
- One member (Team Leader) having Engineering / Finance degree with Minimum 7 year experience of working in electricity regulatory framework.

- (d) The firm should have minimum annual turnover of Rs 5 Crores in each of the last 3 years. The bidder should submit self attested copy of audited Profit and Loss statement of FY 09-10, 10-11 and 11-12 as proof of the same. A copy of firm's PAN card is also required.
- 2.3 No alternative to earmarked professional staff may be deployed without prior permission of the Commission.
- 2.4 A short profile of the firm, containing brief history of the firm and exposure in consultancy, shall also be submitted along with the above details.
- 2.5 The Firms, who have been awarded or is being awarded consultancy service by CSPDCL / CSPTCL / CSPGCL/ SLDC for making tariff proposal / APR / Truing-up for submission to CSERC for the control period from FY 13-14 to FY 15-16, are advised not to participate in the bid as same shall not be considered.
- 2.6 No consortium shall be allowed, however in case of merger, amalgamation or change of name, the current firm may be allowed subject to submission of documentary evidence of such occurrence.
- 2.7 Only one bid shall be accepted from one firm. In case of multiple bids from the same person/ firm, all such bids shall be rejected.
- 2.8 Firm should submit self attested copies of all the necessary documents as required above, regarding eligibility and qualification requirement.
- 2.9 Notwithstanding anything stated above, CSERC reserves the right to assess the bidder's capability and capacity to perform the work.

**3. INSTRUCTIONS TO THE BIDDERS: -**

Bidders, who require clarification on any aspect of this request for proposal, should send their queries in writing by 5<sup>th</sup> November 2012. Clarification will be issued in writing and shall be posted on the website of the Commission for information to all interested parties. Such clarifications will be treated as part of the Bid Documents

It shall be responsibility of the bidders to keep themselves updated about all new developments such as clarifications/ additions/ deletions/ amendments etc. .

The financial bids should specify the amount quoted for each item separately along with the total cost, covering all costs, fees, taxes, etc. as stipulated in Section-4 of this document. No amount other than overall total cost will be payable. Taxes shall be deducted at source in accordance with the applicable rules.

**4. BID SCHEDULE: -**

Bid schedule shall be as mentioned on the cover page. The Commission reserves the right to extend any schedule date, if deemed necessary. Bids received after the aforesaid date and time shall not be entertained.

**5. AMENDMENT IN DOCUMENT: -**

At any time prior to the deadline for submission of the bid proposals or extended date, if deemed necessary, CSERC reserves the right to add/modify/delete any portion of this document except clause 2 regarding eligibility and qualification criteria by issue of an amendment on Commission's website. The amendment shall be binding on all bidders. It shall be responsibility of the bidders to keep themselves updated about all new developments such as clarifications/ additions/ deletions/ amendments etc.

**6. CORRESPONDENCE ADDRESS: -**

Interested parties may submit their offer to the following address:

Secretary,  
Chhattisgarh State Electricity Regulatory Commission,  
Irrigation Colony, Shanti Nagar,  
Raipur (C.G) - 492 001.

**7. SUBMISSION OF BID: -**

The bidders are requested to submit technical and price (financial) bids in duly super-scribed separate sealed envelopes. Both the sealed envelopes shall be placed in an outer main envelope. The bids shall be printed/typed or written in indelible ink and each page shall be initialed by the bidder. Signing of bids shall be by authorized representative of the bidder. Any corrections / overwriting must be initialed by the person signing the bids.

The main envelop, should be Super-scribed as "BIDS FOR CONSULTANCY TO CSERC – TENDER NO 07/ 2012". The main envelop should contain the bank draft for Processing fee, Earnest Money Deposit and Cost of Tender (if applicable). There should be two separate sealed envelopes inside the main envelop. Each should indicate name & address of bidder, and should be Super-scribed as below:-

- (i) "TECHNICAL BID" – Should contain all documents required for verification of eligibility criterion and the firm's profile.
- (ii) "FINANCIAL BID" – Should contain the financial bid as prescribed in the Section 4 of the tender. Financial proposal should be submitted giving total value for the complete job. Since separate petitions shall be filed by CSPGCL, CSPTCL, CSPDCL and SLDC this total value should be

segregated in four parts for each function i.e. Distribution, Generation, Transmission & SLDC as mentioned in financial bid. These segregated values will be used only for the purpose of payment. The bid evaluation shall be made on aggregate quoted value only.

The proposals must be valid for 180 days from the date of submission.

## **8. DOCUMENTS COMPRISING THE BID**

Bid form duly completed and signed by the bidder shall have the following attachments:

Bidder shall furnish as part of its bid, Earnest Money of Rs.50,000/- (Rupees Fifty thousand) in the form of crossed bank draft payable at Raipur in favour of "Chhattisgarh State Electricity Regulatory Commission, Raipur".

Processing fee of Rs. 10,000/- (Rupees Ten thousand) in the form of crossed bank draft payable at Raipur in favour of "Chhattisgarh State Electricity Regulatory Commission, Raipur". The processing fee is not refundable.

In case the tender document is downloaded from the Commission's website, the cost of document of Rs. 1,000/- (Rupees One thousand only) shall also be payable through crossed bank draft.

**Any bid not accompanied with Earnest Money Deposit and processing fee and cost of document (if applicable) in accordance with the above stipulation shall be rejected as being non-responsive.**

A notarized authorization letter issued by a full time Director (member of BoD), on a non judicial stamp paper of Rs 100/- indicating that the person(s) signing the bid have the authority to file the bid.

The two sealed envelopes containing documentary as detailed in the prior clause/s ..

## **10. EVALUATION OF BIDS: -**

### **10.1 SUBMISSION OF BIDS AND EVALUATION THEREOF: -**

The Bid must be delivered in the Commission's office on or before due date and time. Any bid received after due date and time shall not be considered.

Technical bids shall be opened on the date and time specified at cover page in the presence of those bidders or their authorized representatives, who wish to be present. The Financial bids shall remain sealed and shall be opened on the date and time specified at cover page.



## **10.2 EVALUATION OF TECHNICAL BIDS: -**

The Evaluation Committee constituted by the Commission shall evaluate the technical bids.

## **10.3 OPENING OF FINANCIAL PROPOSAL: -**

After the evaluation of technical proposals is completed, CSERC shall notify the Firms who have been short-listed. The financial bids shall be opened on the date and time as mentioned at cover page in the presence of those successful bidders or their duly authorized representatives, who wish to be present. CSEREC reserves its right to extend the bid opening date if situation so warrants.

## **10.4 EVALUATION OF FINANCIAL PROPOSAL :-**

The financial proposal shall be evaluated for the lowest aggregate price and bidder who quoted lowest is likely to be given chance to execute the job.

## **11. CLARIFICATION OF BIDS:-**

To assist in the examination, evaluation and comparison of bids, the CSERC may, at its discretion, ask any bidder for clarification of his bid including break-up of unit rates.

## **12. CONTRACT AGREEMENT: -**

The successful bidder or his authorized representative shall enter into a contract agreement with CSERC within 15 days of placement of order by the Commission. At the time of signing of the contract agreement, the successful bidder shall have to submit a Performance Security at the rate of 10% of the Contract value in the form of DD / Bank Guarantee (in the proforma approved by the Commission). A sample proforma of BG towards 'Performance Security' is provided with the tender document. Until a formal contract is prepared and executed, this bid, together with written acceptance thereof shall constitute a Bid contract.

## **12 TERMS OF PAYMENT: -**

The payment shall be made separately for each function (Distribution, Generation, Transmission and SLDC) i.e. for each petition filed by CSPGCL, CSPTCL, CSPDCL and SLDC as under:-

- (i) 10% for pre-registration scrutiny of the petition(s), after registration of the petitions.

- (ii) 20% for analysis regarding the petitions, on completion of Technical Validation.
- (iii) 30% on the submission of comments after consultation with the Commission on the issues raised by the public on the petition, public hearings and counter replies of the companies and on submission of draft order(s) including tariff proposals.
- (iv) 35% on successful completion of the task to the satisfaction of the Commission and issuance of order(s).
- (v) 5% after 180 days from the date of tariff order(s) issued by the Commission.

Item wise rates shall be quoted in the financial proposal; however, no payment shall be applicable for a work if the petition for the same does not arise.

**13. FACILITIES EXPECTED FROM COMMISSION:**

Normally no facility except providing sitting space in the office and permitting use of photocopier and printer shall be made available to the Firm during the period of the task.

**14. PENALTY**

Time is of essence for completion of the job. As per provisions of Electricity Act 2003, the tariff petitions are to be disposed of within 120 days. The successful bidder shall have to submit a time plan to the satisfaction of the Commission for execution of the work well within the time limit prescribed in the Act, so that Commission gets sufficient time margin for deliberation and finalization of proposals.

Delay on part of the bidder in completion of work within stipulated time as mentioned in terms of reference will lead to levy penalty of 1% per week delay on entire value of contract amount maximum up to 10%.

**Secretary  
CSERC, Raipur**

## **Section-2: Terms of Reference**

### **TASK FOR CONSULTANCY TO CSERC**

Name of task : Assistance to Commission in Scrutiny, Analysis and Disposal of petitions in regard to truing up and determination of ARR and Tariff for the control period from FY 2013-14 to FY 2015-16 in respect of CSPGCL, CSPDCL, CSPTCL and SLDC.

Duration : 120 days.

### **Scope of work**

1. Review of Final True up for 06-07 for erstwhile CSEB in light of APTEL order dt 14.08.2012 in petition no 89/2011,
2. Final True up for FY 08-09 (upto 31.12.2008) for CSEB period.
3. Determination of formula for sharing of Gains / Losses of CSEB era between the successor Entities, as per directions in aforesaid APTEL order.
4. Final True up for FY 08-09 (from 01.01.2009 to 31.12.2008) for CSPGCL, CSPTCL, CSPDCL and SLDC
5. Final True up for FY 09-10 for CSPGCL, CSPTCL, CSPDCL and SLDC
6. Final True up for FY 10-11 for CSPGCL, CSPTCL, CSPDCL and SLDC
7. True up for FY 11-12 for CSPGCL, CSPTCL, CSPDCL and SLDC
8. Determination of ARR for the control period i.e FY 13-14 to FY 15-16 for CSPGCL, CSPTCL, CSPDCL and SLDC
9. Determination of Tariff / Charges for the control period i.e FY 13-14 to FY 15-16 for CSPGCL, CSPTCL and SLDC
10. Determination of Retail Tariff for FY 13-14 for CSPDCL.

**Detailed scope of work regarding above is given below. It may also include any work, which may not be mentioned below, but incidental for successful completion as per requirement of applicable act and regulations.**

- (a) Analysis of present level of tariff of the companies and comparison with the tariffs of SEBs / Discoms / Utilities in the other States.
- (b) Study, verification, analysis and validation of the data and information relating to generation, transmission including SLDC, distribution for different financial years submitted by the Companies and further information as may be required, particularly the following:
  - i) Income and Expenditure Statements.
  - ii) Demand and Sales Forecasts.
  - iii) Generation and power purchase/sale plans.
  - iv) Proposed Annual Revenue Requirements.
  - v) Value of fixed assets, depreciation, consumers' contribution, interest charges on working capital and other related expenses.
  - vi) Computation of generation tariff, cost of power purchase, transmission charges and distribution costs and cost to supply, SLDC charges
  - vii) Computation of cross subsidization.
  - viii) Determination of subsidy requirement from State Government taking into consideration the directives of the State Government.
- (c) Pre registration scrutiny of data gaps and inconsistencies in the petitions.
- (d) Analysis of the petitions and preparation for Technical Validation Session.
- (e) Study and analysis of operational norms of utilities.
- (f) Examination of costs and expenses in detail for the truing up purposes for which audited / un-audited annual accounts are made available by the companies.
- (g) Analysis of the compliance given by the companies on various directives given to companies in Commission's last tariff order and suggesting ways and means to improve the functioning of the companies and consumer services.
- (h) Participation in detailed discussions with utilities and their consultants and others, if any and validation of data submitted by companies.
- (i) Analysis of the issues raised in response to publication of tariff filing by the Companies and in the public hearings and counter replies submitted by the companies thereon. Preparation of comments on behalf of the Commission.
- (j) Participation in presentation to be made by the applicants before State Advisory Committee of Commission and listing of issues with analysis thereof.

- (k) Participation in public hearings at Raipur.
- (l) Analysis of methodology adopted by other SERCs for distribution of past surplus / deficit among successor entities of respective SEBs. Analysis of proposals for such distribution of past surplus in Chhattisgarh.
- (m) Providing assistance in filing and disposal of suo-motu petitions (if need so arises) in accordance to the APTEL direction in OP 01 of 2011.
- (n) Resetting / Finalization of ARR for relevant financial years. Determination of HT and LT category-wise tariffs for FY 2013-14 and preparation of detailed draft tariff order and various schedules.
- (o) Fixation of open access charges, wheeling charges, etc. for different categories of consumers.
- (p) Preparation of final tariff order after discussion with and approval of the Commission and submission in a duly bound hard copy and also in the soft copy.
- (q) The bidder shall be liable to provide assistant to the Commission till 180 days after issuance of order for the following:-
  - (i) Assistance in preparation of reply regarding clarification of the order desired by power companies / stakeholders, if any.
  - (ii) Assistance in disposal of review petition, if any, against the order.
  - (iii) Assistance in preparation of submission / pleading before Hon'ble Appellate Tribunal for Electricity / Court of Law, in case the appeal is filed against the tariff order by any party
- (r) Any other job incidental to the tariff determination process as per the Electricity Act, 2003; CSERC (Conduct of Business) Regulations, 2009; CSERC (Details to be furnished by licensee and generating company for determination of tariff and manner of making application) Regulations, 2004; CSERC (Terms and Conditions of determination of tariff) Regulations, 2006, CSERC (Terms and Conditions of determination of tariff according to Multi-year tariff principles) Regulations, 2010, CSERC (Terms and Conditions for determination of tariff according to Multi-Year Tariff principles and methodology and procedure for determination of expected revenue from Tariff and Charges) Regulations, 2012 and any other regulation/ rule as may be applicable.

## **Section-3**

### **Technical Proposal Formats**

#### **PROPOSAL SUBMISSION FORM**

No.

Date:

To

The Secretary  
Chhattisgarh State Electricity Regulatory Commission,  
Irrigation Colony, Shanti Nagar,  
Raipur-492001

Sir,

With reference to the Bid documents forwarded to us vide your letter No. \_\_\_\_\_ dated \_\_\_\_\_ we, the undersigned, having examined the Bid Documents, hereby offer to provide the consultancy services as per the detailed scope of work and other conditions mentioned in the bid document..

#### **2.0 Attachments to the Proposal Submission Form:**

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

##### **a. Attachment 1:**

- (i) Tender document fee Rs. 1000/- (Rs one thousand only). Demand draft No..... dated..... Drawn in favour of Chhattisgarh State Electricity Regulatory Commission, Raipur; (in case the tender document is downloaded from the website of the Commission, strike out if tender document purchased from Commission's office).
- (ii) Processing Fee Rs. 10,000/- (Rs Ten Thousand only). Demand Draft No.\_\_\_\_\_ dated \_\_\_\_\_ drawn in favour of the Chhattisgarh State Electricity Regulatory Commission, Raipur.
- (iii) Earnest Money Rs. 50,000/- (Rupees Fifty thousand). Demand Draft No.\_\_\_\_\_ dated \_\_\_\_\_ drawn in favour of the Chhattisgarh State Electricity Regulatory Commission, Raipur.

##### **b. Attachment 2:**

A duly notarized authorization letter on a non judicial stamp paper of Rs 100/- issued by a full time Director of the firm (member of BoD) for signing on the bid indicating that the person(s) signing the bid have the

authority to sign the bid and that the bid is binding upon the firm during the full period of its validity.

- 3.0 We are also submitting our proposal, which includes the "Technical Proposal" and the "Financial Proposal" in separate sealed envelopes. Authorized signatory has signed each page of the proposal.
- 4.0 We certify that we are not in any way engaged in preparation of tariff petition or truing up in respect of the CSPDCL, CSPGCL, CSPTCL and SLDC, required to be submitted to the Commission.
- 5.0 We certify that we have gone through the tender document carefully and commit our-self to abide by the terms and conditions laid therein.
- 6.0 Until a formal contract is prepared and executed between us, this bid, together with our written acceptance thereof shall constitute a Bid contract between us.
- 7.0 We understand that you are not bound to accept the lowest or any bid, you may receive.
- 8.0 We, hereby, declare
- (i) that only the persons or firm interested in this proposal as Principals are named here and that no persons or firms other than those mentioned herein have any interest in this proposal or in the contract to be entered into, if the award is made on us,
  - (ii) that this proposal is made without any connection with any other person, firm or party
  - (iii) that submitting a proposal is in all respects for and in good faith, without collusion or fraud.

Thanking you,

Dated this .....day of.....

Yours' faithfully,

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

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

**SERVICES CARRIED OUT IN LAST THREE YEARS**

(Using the format below, provide information on each reference assignment separately for which your firm/entity, was legally contracted)

**USE SEPRATE SHEET FOR EACH ASSIGNEMENT**

- (a) Job Description :
- (b) Name of client and address :
- (c) Order reference (no/ date) :
- (d) Duration of assignment :
  - (i) Start (Month/Year) :
  - (ii) Completion (Month/Year) :
- (e) Name and Designation of team leader involved :
- (f) Number of team members involved :

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



**TEAM COMPOSITION**

**Professional Staff on the pay-role of the Firm**

<b>Name</b>	<b>Position</b>	<b>Qualification</b>	<b>Experience</b>

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

**Annexure: Form III**

**FORMAT OF CURRICULUM VITAE (CV) OF PROPOSED PROFESSIONAL STAFF**

(Separate sheet for all the four team members proposed to be deployed in the instant assignment)

Proposed Position:

Name:

Profession:

Date of Birth:

Nationality:

Years with Firm/entity:

Details of Tasks previously carried out

(Give an outline of staff member's experience most pertinent to instant assignment., Describe degree of responsibility held by staff member)

Educational Qualification

**Employment Record:**

(Starting with present position, list in reverse order every employment held in last seven years.)

Languages: Confirm adequate knowledge of Hindi and English both.

Date:.....

Signature of

Authorized Representative of the Firm

## **Section-4**

### **Financial Proposal Formats**

#### **FINANCIAL PROPOSAL SUBMISSION FORM**

No.

Date:

To,

The Secretary  
Chhattisgarh State Electricity Regulatory Commission,  
Irrigation Colony, Shanti Nagar,  
Raipur-492001

Sir,

We, the undersigned, offer our financial proposal to provide the consultancy services for the scope of work mentioned in this bid document and also considering other terms and conditions mentioned therein. . Our Financial Proposal in respect of various items is as under:

Sr. No.	Item	CSPGCL	CSPTCL	CSPDCL	SLDC	Total
1.	Review of Final True up of FY 06-07 for CSEB era.					
2	Final True up of FY 07-08 for CSEB era.					
3	Final True up for erstwhile CSEB for FY 08-09 (upto 31.12.08)					
4	Determination of sharing of Gains/ Losses of CSEB era					
5	Company wise Final True up for FY 08-09 (01.01.09 to 31.03.09)					
6	Final True up for FY 09-10					
7	Final True up for FY10-11					
8	True up for FY 11-12					

9	Determination of ARR for the Control period					
10	Determination of tariff / charges for Control period					
11	Determination of retail tariff for FY 13-14					
12	Sub Total					
13	Taxes					
14	Grand Total					

Grand total in words \_\_\_\_\_

This amount is firm and all inclusive (including but not limited to professional fee, logistics, profits and all taxes and levies). No price variation and extra payment will be claimed in excess of this amount. I understand that Tax Deduction at Source shall be made as per applicable rules.

We also understand that the evaluation of bid shall be on aggregate value (mentioned as 'Grand Total') only and we agree that the break up given above shall be applicable for the purpose of item wise payment as per the payment terms mentioned in clause 12 of section 1 for the consultancy work. No payment shall be applicable for a work if the petition for the same does not arise.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, upto expiration of the validity period of the proposal. Each page of the proposal has been signed by the authorized signatory.

We understand you are not bound to accept any proposal, you receive.

Thanking you,

Yours' faithfully,

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

## Annexure: IV

### **SAMPLE PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY**

(To be executed on non- Judicial stamp worth Rs. 250/- with Rs. 1.00 revenue stamp)

Ref..... Bank Guarantee No.....

Date.....

To

Chhattisgarh State Electricity Regulatory Commission  
Irrigation Colony, Shanti Nagar,  
Raipur (C.G.) 492001

Dear Sirs,

In consideration of the CHHATTISGARH STATE ELECTRCITY REGULATORY COMMISSION, (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Owner's Letter of Award No..... dated..... and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No..... dated ..... valued at ..... for..... and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....\*.....% ( ..... percent) of the said value of the Contract to the Owner.

We ..... having its (Name & Address of the Bank). Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Contractor to the extent of .....\*..... as aforesaid at any time up to .....@..... (days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantees herein contained shall continue to be enforceable till the Owner\ discharges this guarantee.

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

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities. Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to .....\* ..... and it shall remain in force up to and including .....@ ..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s ..... on whose behalf this guarantee has been given.

Dated this ..... day of ..... 20 .....  
at..... .

WITNESS

..... (Signature).....

(Signature)

.....

(Name)

(Name).....

.....

(Official Address) (Designation with  
Bank Stamp)

..

Attorney as per Power of Attorney No.....

Dated.....

. NOTES :.

1. Strike, whichever is not applicable.
2. Bank Guarantee shall be issued by any Nationalized Bank in India
3. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.

\* This sum shall be ten percent (10%) of the Contract Price.

@ The date will be sixty (60) days after the end of the scheduled work completion period as specified in the Contract.