

Tender No. EL/PR/133A/T- 01 /2023/ 6452 dt. 23/01 /2023

**ANDAMAN & NICOBAR ADMINISTRATION
OFFICE OF THE SUPERINTENDING ENGINEER
ELECTRICITY DEPARTMENT
PORT BLAIR**

- Name of Work** - **FOR ENGAGING CHARTERD ACCOUNTANT
FOR A PERIOD OF THREE YEARS**
- Name of Department** - ELECTRICITY DEPARTMENT, A&N ADMN.
- Subject** - Electrical Equipment
- Estimated Cost of Project** - ₹ 35,00,000/-
- Earnest Money Deposit (EMD)** - ₹ 70,000/
- Contact Person** - Name Assistant Engineer (PR),
Address Office of the Superintending Engineer,
Electricity Department,
Vidyut Bhawan, Port Blair – 744 101.
Tel. 03192 – 234718
Email: seelectricity@yahoo.co.in/http://eproc.andaman.gov.in.

Tender document downloadable -Yes

	Date	Time
Last Date & Time for bidding	20 .02.2023	1500 hrs.
Date & Time for tender opening	20 02 .2023	1600 hrs.

**GENERAL TERMS & CONDITIONS FOR ENGAGING CHARTERED
ACCOUNTANT FOR A PERIOD OF THREE YEARS viz. 2023-24, 2024-25 and 2025-26**

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1.	Offers	a) Offers should be addressed to Superintending Engineer, Electricity Department, Port Blair along with tender documents duly signed for confirming the acceptance of our terms & conditions
2.	EMD	<p>a) All the Tenderers shall deposit the sum of ₹ 70,000/- (Rupees seventy thousand only) as EMD in the form of Insurance security bonds, Account paying demand draft, fixed deposit, bankers cheque or bank guarantee form any of the commercial Bank/national bank valid for at least 03 months in favour of Assistant Accounts Officer (C), Electricity Department, Port Blair to be uploaded in portal.</p> <p>b) The bidder has to upload scanned copy/proof of the EMD with bid and has to ensure delivery of hardcopy of the buyer within 5 days of bid end date/bid opening date i.e. 20.02.2023.</p> <p>c) Tender not accompanied by EMD or incomplete in any respect shall be liable to be rejected summarily. EMD of successful tenderer will be released on receipt of performance guarantee.</p> <p>d) Forfeiture of EMD: The successful bidder, whose rate has been accepted, fails or refuse to furnish the security deposit within stipulated time or fails or refuses to execute the contract for such a case EMD shall be forfeited.</p> <p>e). If the bidder seeking from EMD exception, must submit the valid supporting documents for MSME, Startup for the relevant category and they are required to upload the scan copy of registration certificate with documentary evidence of nature of trading permitted.</p>
3.	Validity	Validity of the offer shall be 180 days from the due date.
4.	Turn over Certificate	Last two years Income Tax return acknowledgement/ income tax clearance Certificate FY 2021-22 and 2022-23.
5.	Payment	Payment release on submission of each Invoice after completion of each scope of work
6.	Liquidated Damaged	If the bidder fails to complete the job within the stipulated time, liquidated damages @ 0.5% of contract value per week, subject to a maximum of 10% of the contract value shall be levied on the selected bidder. On reaching the maximum of Liquidated Damage, Job order as well as agreement shall be liable to be cancelled and performance security forfeited for deposit in the Govt. Account.
7.	Performance Guarantee	<p>a. The successful Agency shall submit 3% of performance guarantee of the total estimated value of bid within 15 days from the date of acceptance of the tender, in the form of Insurance security bonds, Account paying demand draft, fixed deposit, bankers cheque or bank guarantee form any of the commercial Bank/national bank in favour of Assistant Accounts Officer(C), Electricity Department, Port Blair which should be valid for a period of 60 days beyond the contract period.</p> <p>b. EMD will be released to the successful tenderer on receipt of performance guarantee.</p>
8.	Employees Compensation	The Electricity Department shall neither be responsible nor shall bear any liability whatsoever for any claim due to injuries, disability or death of the employees of the agency, employed by it for the performance of this contract

9.	Force Majeure	<p>a. For purposes of this clause, “Force Majeure” means an event beyond the control of the Bidder and not involving the Bidder’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>b. If a force Majeure situation arises, the Bidder shall promptly notify the Tendering Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Tendering Authority in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.</p>
10.	Delay in the bidders performance	<p>The bidder shall adhere to the time schedule for completion of the work of the supply order. An unexcused delay by the Bidder in the performance of its contract obligations shall render the Bidder liable to any or all of the following sanctions:</p> <ul style="list-style-type: none"> i) Forfeiture of its performance security; ii) Imposition of liquidated damages; and/or iii) Termination of the contract for default. <p>However, in case of a situation beyond the control of the bidder, the tendering authority may consider extension of date for completion of the contract along with Liquidated Damage.</p>
11.	Termination/ Cancellation of Tender/Order	<p>The purchasing authority may at any time terminate /cancel the contract by giving written notice to the supplier in case of any violation of terms & conditions of the tender by the supplier. If the supplier becomes bankrupt or otherwise insolvent, in this event, termination will be without recovery of any compensation from the supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the purchasing authority. The order shall stand terminated subsequently to recovery of Liquidated damage.</p>
12.	Arbitration	<p>Any dispute/differences between the parties arising out of this agreement, the parties shall make every effort to resolve the dispute amicably. In case of failure, the same shall be referred for arbitration to an Arbitrator to be appointed by the Hon’ble Lt. Governor, A&N Islands. The provisions of the Arbitration and conciliation Act 1996 as amended from time to time shall apply to the arbitration proceeding under this clause. The award for arbitrators shall be final and binding upon the parties.</p>
13	Jurisdiction	<p>In case of any unresolved dispute the competent court at Port Blair shall have the Jurisdiction.</p>
14	Pre-Qualification Requirement (PQR)	<p>a. The Bidder is expected to examine all instructions, forms, terms and conditions in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of the bid</p> <p>b. Consultant shall be of repute and shall be in the business of consultancy Services in the power sector for a minimum period of 3 years as on March,2022. The Consultant shall submit necessary document in support of the same.</p>

		c. Consultant shall have experience of preparation of least one Multi Year Tariff Petition and one Single Year Tariff Petition in Centre/any state/UT of India for hydroelectric power generating projects and transmission lines. The Consultant shall submit necessary document in support of above experience.
		d. Consultant shall not be under suspension, black listed or barred from bidding by the owner or any Government department/agency/undertaking within India. A declaration by the bidders to this effect shall be submitted along with the bid .
		e. Bidder/Firm should be registered with ICAI . Proper registration certificate of the firm should be submitted with bid documents.
15.	Clarification of bid	<p>During evaluation of bids, Tendering Authority may at its discretion ask the Bidder for clarification of its bid. The request for clarification and response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.</p> <p>A Written power-of-attorney accompanying the bid should support the letter of authorization. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.</p>
16.	Award of work	<p>a. The finalization of the tenders will be done by the Tender Evaluation committee constituted by the Electricity department, A&N Administration for the purpose.</p> <p>b. The Tendering Authority will award the work to the successful bidder whose bid has been determined as the lowest evaluated bid.</p> <p>c. The Tendering Authority may vary scope of contract at the time of award of Job order.</p>
17.	DELAY IN THE BIDDER'S PERFORMANCE	<p>The bidder shall adhere to the time schedule for completion of job specified under the clause Scope of work of the tender document. An unexcused delay by the Bidder in the performance of its contract obligations shall render the Bidder liable to any or all of the following sanctions:</p> <ul style="list-style-type: none"> i). Forfeiture of its performance security; ii). Imposition of liquidated damages; and/or iii). Termination of the Contract for default. <p>However, in case of a situation beyond the control of the bidder, the tendering authority may consider extension of date for completion of the contract along with Liquidated Damage.</p>
18.	TERMINATION FOR INSOLVENCY	<p>The Tendering Authority may at any time terminate the Contract by giving written notice to the bidder. If the bidder becomes bankrupt or otherwise insolvent, in this event, termination will be without compensation to the Service provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Tendering Authority.</p> <p>The bidder will have no rights whatsoever for claiming any compensation in case of any amendment/termination of existing provisions of Electricity Act 2003, its allied regulations or any other Law by the Government of India which would lead to the irrelevance of the scope of works detailed at Annexure-B of this tender document resulting in termination of this contract.</p>

19.	RESOLUTION OF DISPUTES	The matter regarding any dispute shall first be sorted out at the level of The Superintending Engineer, Electricity department, A & N Administration, Port Blair. If the dispute persists to remain unresolved then it will be entertained, heard & finalized as per the provisions of the Arbitration and Conciliation Act, 1996.
20.	LEGAL JURISDICTION	All legal disputes are subject to the jurisdiction of Port Blair Courts only.
21.	TAXES AND DUTIES	The rates quoted shall be in Indian Rupees and shall be inclusive of all taxes, duties as applicable.
22.	THE TENDERING AUTHORITY, RESERVES THE RIGHT	To verify, modify, revise, amend or change any of the terms and conditions mentioned above or to reject any or all the tender/s without assigning any reason whatsoever thereof or may terminate the tender process midway without assigning any reason. Conditional tenders shall be summarily rejected. Conditional tenders shall be summarily rejected.
23.	Selection of L1 Bidder	The contract will be awarded to the bidder whose bid found to be lowest on the bases of grant total of each scope of work.

Scope of Work

SINO	Scope of work
1.	The selected bidder should prepare Fixed Assets Register, up to the date of preparation, as per the guidelines/regulations of the Joint Electricity Regulatory Commission, New Delhi for all the division offices and Sub Division Offices of the Electricity Department located across A& N Islands by visiting the concerned divisions/offices. During the entire period of preparation of Fixed Assets Register will involve the concerned staffs designated by the department for each office. The No. of offices may vary as per the requirement
2.	The selected bidder should Prepare Proforma Account for the Electricity Department, A&N Administration in accordance with the existing norms and format. The Proforma Account should be audited and certified by the Indian Audit & Accounts Department, Port Blair. The contract will include preparation of Proforma Account for the Electricity Department, A&N Administration for a period of three years viz. 2023-24, 2024-25 and 2025-26 as per JERC's regulation and requirements.
3.	Providing consultancy services to the Electricity Department in all matters related to the regulatory issues as required by the Joint Electricity Regulatory Commission, (JERC) Gurgaon in accordance with the Electricity Act 2003 and its allied regulations. This may involve, Preparation of road map, reports for submission to the JERC and attending hearings at JERC, Gurgaon on behalf of the Electricity Department in all regulatory issues on as and when required basis. This Shall include assisting the Department in the matter of appeal before APTEL & Supreme Court conferencing with legal counsel of the Department, attending hearing, assisting in drafting appeals petitions. The consultant will also be required to visit Port Blair in this regard. Specific orders will be issued on each occasion for this particular work with specific requirement and period under which the work is to be completed.
4.	The selected bidder should Prepare Annual Business Plan & MYT Petition for filing with Joint Electricity Regulatory Commission, (JERC) Gurgoan, New Delhi for every ensuing year by 30 th November of the current year (e.g. for the ensuing year 2023-24 the current year will be 2022-23). The contract will include preparation of Business Plan & MYT Petition for filing with Joint Electricity Regulatory Commission, (JERC) Gurgoan for a period of three years i.e. 2023-24, 2024-25 and 2025-26 as per JERC's regulation and requirements. This will also include submission of True up & review petition at JERC, Gurgaon and attending public hearing at A&N Islands. The bidder will have to be present at JERC, Gurgaon or at Port Blair as per the requirement in connection with this particular scope of work.
5.	The consultant will also be required to visit Delhi/Kolkata and also at Port Blair and all the divisions of Electricity Department in this regard. Specific orders will issue on each occasion for the particular work with Specific requirement and period under which the work is to be completed.
6.	The Consultant is required to provide assisting hearing, assisting the department in the matter of APTEL, Supreme court and other legal forum, conference with legal counsel attending hearing assisting in drafting appeals and petition.

7.	Preparation of quarterly account & annual Accounts in the prescribed format & as per the guidelines provided in the RDSS scheme and replying to queries from REC in respect of the same. The accounts are to be prepared based on the technical & financial details provided by the Department and in accordance with the generally accepted accounting principles in India. Timelines, as provided in Clause 4.11.1 RDSS guidelines, are to be followed.
8.	Preparation / filing of petition/ written submission in the matter of obtaining approval of PPA for RE projects/ other non-conventional power projects before Hon'ble JERC/ CERC or Preparation/ filing of petition/written submission for determination of levelized tariff in respect of RE projects/ other non-conventional power projects before Hon'ble JERC/ CERC or Auditing of Statement of Expenditures incurred for the implementation of RE projects under the Scheme/ program run by G.O.I through concerned Ministers or attend hearing before Hon'ble JERC/ CERC on behalf of Electricity Department, A & N Administration in the matter of approval of PPA/ determination of tariff for RE projects/ other non-conventional power projects and this shall include assisting the department in the matters of legal forum, conferencing with legal counsel, attending hearing, assisting in drafting appeals and petition. The consultant will also be required to visit Port Blair/ Delhi/ Kolkata in this regard.
9.	Data collection and compilation for one year Annual Integrated Rating by PFC(Power Finance Corporation).MOP is conducting a survey each year for rating of DISCOM for the same data related to Assets, Accounts, revenue details have to be complied and submitted to REC.

अण्डमान तथा निकोबार प्रशासन
अधीक्षक अभियंता का कार्यालय
विद्युत विभाग
पोर्ट ब्लेयर – 744 101



Andaman & Nicobar Administration
Office of the Superintending Engineer
Electricity Department
Port Blair – 744 101

Website : <http://electricity.and.nic.in/> E-Mail : seed@and.nic.in seelectricity@yahoo.co.in
दूरभाष / Tel : 03192 –232404, टेलीफैक्स / Telefax : 03192 – 233365

F.No. EL/PR/133A/T-01/2023/6452 पोर्ट ब्लेयर /Port Blair, दिनांक/ Dated: 23/01/2023

Price Bid Form

SINO	Scope of work	Rate per scope of work inclusive of Taxes.
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Traveling, boarding and lodging will be either arranged by the **Electricity Department, A&N Administration** or cost of Traveling, boarding and lodging will be reimbursed by the **Electricity Department, A&N Administration** as per the actual on production of bills.