

format annexed at Annexure–T9 (Proposal submission form) and in Annexure–F1 (Financial Proposal submission form).

- 8.2 The Technical Bid shall be placed in a sealed envelopes super scribed as “Part I–TECHNICAL BID FOR PART-A” OR “Part I–TECHNICAL BID FOR PART-B” on the top of the envelope.
- 8.3 The Financial Bid shall be placed in a separate second sealed envelope super scribed as “PART II – FINANCIAL BID FOR PART-A” OR “PART II – FINANCIAL BID FOR PART-B” for the work as stated in scope of works on the top of the envelope.
- 8.4 The bidder shall submit two crossed Demand Drafts, *along with the bid. One demand draft of Rs.10,000/- (Rupees Ten thousand only)* (non-refundable) **towards cost of RFP Document and the second demand draft towards Earnest money** as ‘Bid Security’ amounting to Rs. 50,000/- (*Rupees fifty thousand only*). Both DDs shall be in favour of "**Bihar Electricity Regulatory Commission**" payable at Patna and placed in a third separate sealed envelope clearly marked ‘BID SECURITY’ on the top of it.
- 8.5 All the sealed envelopes referred above and 'Bid Security' should be placed in a single sealed packet clearly super scribed on top of the packet “Bid for Engagement of Institutional Consultant for assisting the commission in processing, assessing, evaluating and determination of Tariff for FY 2023-24, Truing up of FY 2021-22 and Annual Performance Review of FY 2022-23 for the Utilities namely BSPTCL, SLDC, BGCL, NBPDC and SBPDCL and assisting the Commission in various technical issues as assigned to them from time to time”

**9. EARNEST MONEY:**

- 9.1 The bidder shall furnish along with the bid, earnest money of Rs.50,000/- (Rupees Fifty thousand) as Bid Security in the form of Demand Draft payable to Bihar Electricity Regulatory Commission payable at Patna as referred in Clause 8.4.
- 9.2 Earnest money of unsuccessful Bidders shall be returned within 30 days of finalization of Bid.

- 9.3 Earnest money will be forfeited, if:
- i) A Bidder withdraws his Bid during its validity period specified in the proposal.
  - ii) A successful Bidder fails to sign contract agreement within the date specified by the BEREC.
  - iii) A successful Bidder fails to furnish performance security as mentioned under clause 21 hereinafter.

**10. TECHNICAL BID:**

10.1 The Technical Bid (Part-I) shall comprise the following:

- i) Detailed Proposal.
- ii) Manpower details along with qualifications, experience and curriculum vitae of key personnel/personnel for the proposed assignment(Annexure-T-1)
- iii) Details of relevant experience in prescribed format(Annexure-T-2)
- iv) Copies of Company's Registration/Partnership Deed and Copies of Memorandum of Association and Articles of Association in case of Company for the purpose of this Bid.
- v) Details of resources and tie-up in prescribed format (Annexure-T-4).
- vi) Proposed Methodology/Approach: - (**Annexure-T5**).

**Approach and Methodology**

- The Consultants shall propose a structured approach and methodology for analysis of Tariff including all calculations, workings, complete with all models and preparation of detailed Draft and Final Orders under the scope of assignment for which they have expressed their interest to participate.
- They shall make presentations to the Commission, to be intimated by the Commission, on details of their approach and the methodology to be adopted for the particular assignment.
- They may also present previous experience including a specific case study if available.

- They shall specify the time line with different stages of the assignment, name(s) of the expert Consultant(s) to be assigned at different stages of the assignment, content or index of deliverables (presentations or reports containing their analysis, comments and recommendations) to be submitted to the Commission at different stages of the assignment.
- vii) Copy of PAN.
- viii) Copy of GST registration certificate.
  - ix) Activity Schedule (Annexure-T-6)
  - x) Details of exceptions and deviations from Terms and Conditions of RFP in prescribed format as per Annexure-T-8
  - xi) Letter of authorization for authorized signatory from a person not less than the rank of Director of the Company.

10.2 Indication of price in Technical Proposal shall lead to outright rejection of Bid.

**11. FINANCIAL BID:**

11.1 The Financial Bid shall include consultancy fees for the work as mentioned under “Scope of work”.

11.2 The Bidder should quote the cost of work including all Taxes, separately in respect of BSPTCL & SLDC, BGCL, North Bihar Power Distribution Co. Ltd. (NBPDCCL) and South Bihar Power Distribution Co. Ltd. (SBPDCL) for scope of work under part-A and similarly bidder shall quote the cost of work including all taxes separately for part-B. The break-up of manpower and other costs as well as summary costs for the work under Scope of Work in Indian Rupees as per Annexure-F2, F3 & F4 shall be submitted separately for each company.

11.3 Tax deduction at source as per Income Tax, GST Act and other statutory deductions shall be made from the amount payable to the consultant.

**12. VALIDITY OF BID:**

The Bid Proposal shall be valid for a period of 120 days from the

last date of Bid submission.

**13. PREPARATION COST:**

The Bidder shall be responsible for all the costs associated with the preparation of the bid and participation in discussions and negotiations.

**14. DUE DATE:**

14.1.1 The Bidder shall submit the Bid proposals latest **by 4 PM of 12.09.2022** at the following address:

Secretary,  
Bihar Electricity Regulatory Commission,  
Ground Floor, Vidyut Bhawan-II,  
J. L. Nehru Marg (Bailey Road), Patna 800 021.

BERC may at its discretion, extend the deadline for submission of BID.

14.1.2 The Bidder has the option of sending Bid by registered post /courier or submits it in person. Bid submitted by telex/telegram /fax/other mode shall not be considered under any circumstances. BERC takes no responsibility for any delay, loss or non- receipt of bids sent by post/courier/or other means.

14.1.3 Bids received after the due date and time shall not be considered.

**15. OPENING OF TECHNICAL BID:**

The Part-I i.e. Technical Bids shall be opened at 17.00 Hrs. on the last date of submission of bid in the Secretariat of Commission by a Committee constituted by the Commission for this purpose in presence of the Bidders or their authorized representatives, whosoever may be present.

**16. EVALUATION CRITERIA:**

16.1 Proposals will be evaluated on the basis of the technical and financial bids. Technical bids shall be evaluated first. The financial bids of bidders who have secured minimum qualifying score in the evaluation of technical bids shall only be opened which will be considered as responsive bids.

16.2 Responsive Bids shall only be taken up for evaluation of financial bids.

**Technical Bid Evaluation**

- 16.3 The Commission will constitute the Consultancy Evaluation Committee (CEC) comprising the Secretary, an Officer from finance, an Officer having knowledge in the area of work for which the consultancy services are to be obtained and, if considered necessary, an external expert, as may be nominated by the Chairman.
- 16.4 The CEC shall evaluate the bids through “Combined-Quality-Cum-Cost-Based System” based on predetermined-weight age allocated for each of the parameters.  
 Provided that the CEC shall not proceed with evaluation of bids, unless at least three bids have been received.  
 Provided further that the condition of three bids may be relaxed with the prior approval of the Commission in case adequate numbers of bids are not received.
- 16.5 Evaluation of technical bids will be done by the CEC taking into account the criteria fixed by the Commission. Each criterion shall be marked on a scale of 1 to 100 and then the marks for each criterion shall be weighted to arrive at weighted average technical scores. Marks as under will be used by the CEC to calculate the weighted average technical score for each proposal.

<b>Criterion</b>	<b>Marks</b>
(i) Consultant’s Relevant experience for the assignment (in terms of length of experience and no. of assignments)	<b>25</b>
(ii) Adequacy/quality of the proposed work plan and its methodology proposed.	<b>10</b>
(iii) Qualification, competence and experience in the relevant field of the key personnel proposed for the assignment. General qualification- 25 Adequacy for assignment(no. of relevant assignments handled)-25 Indian experience- 5	<b>55</b>
(iv) The extent of transfer of knowledge to staff of the Commission	<b>10</b>
<b>Total</b>	<b>100</b>

- 16.6 The proposal shall be evaluated on the following basis: -
- 16.6.1 Consultant's (Consultancy Firm/Agency/Institution) relevant experience for the assignment: Experience in the relevant field and number of relevant completed assignment within specified period only.
- 16.6.2 General qualification of the individual proposed to be engaged: General education/ Higher education/ Special education.
- 16.6.3 Adequacy for the assignment: Experience in the relevant field and number of relevant completed assignment within specified period only.
- 16.6.4 Indian experience: Knowledge of the administrative system, organization and culture (in India).
- 16.6.5 The bidders who have secured minimum 60(sixty) Marks in technical evaluation as per criteria laid down above shall be shortlisted.
- 16.6.6 After the technical evaluation is completed, the Commission shall inform those consultants who did not obtain the minimum qualifying marks in technical evaluation or whose technical bids were considered non-responsive to the terms of reference and their financial proposal will be returned unopened after completing the selection process.
- 16.6.7 The detailed criteria fixed by the Commission for evaluation of technical bids is also enclosed as Annexure-E for information to the bidders.

**17. Financial evaluation**

- 17.1 Those consultants who secure the minimum qualifying marks in the technical evaluation shall be informed about the date and time of opening of financial proposals giving time of not less than 7 days for the consultant to be present at the opening, if they so desire.
- 17.2 The financial proposals of technically qualified consultants will be opened by CEC in the presence of consultants or their representatives who are present. The proposed prices shall be read aloud and recorded in the proceedings.
- 17.3 The proposal with lowest quoted total price will be given a financial

score of 100 and other financial proposals shall be given financial scores that are inversely proportional to their quoted prices.

e.g. Financial score of firm A =  $100 \times \text{LQP} / (\text{QP})_A$

Where LQP = Lowest quoted price and  $(\text{QP})_A$  = Quoted price of firm A

**18. Evaluation of financial and technical scores:**

18.1 The total score shall be obtained by weighting the technical and financial scores and adding them. The weight given to the technical and financial proposals are:

Technical Proposal: 0.7

Financial Proposal : 0.3

***Note:** If two or more than two bidders get equal highest combined scores then those having experience on behalf of State Electricity Regulatory Commission will be given preference. In this regard decision of Commission will be final.*

**19. Negotiation:**

19.1 The bidder scoring the highest combined score shall be invited for negotiation. The aim is to reach an agreement on all points and finalize the draft contract.

19.2 Negotiation will include discussion on the proposed methodology, work plan, staffing, activities chart, period to be spent in the field and in the home office, staff and material logistics, and reporting as also the inputs required to ensure satisfactory implementation of the assignment, but will not include negotiation on financial bid.

19.3 In the event of the successful bidder not responding to negotiation/clarification as required for the finalization of the bid, the Commission shall reserve the right to reject the proposal and forfeit the security with other consequential steps.

19.4 The Commission may require specific assurances from the consultant that the key member mentioned in the proposal will be actually available for the assignment and no member of the team can be changed without prior consent of the Commission and in case Commission is not satisfied with the working of any member of the team he shall be replaced by the consultancy firm with the approval of the Commission. At least one member of team of Part A

who have knowledge of all work as mentioned in point no. 2 above in scope of work shall remain available with Commission at BERC office Patna after fifteen days from the date of receipt of the petition and till the pronouncement of orders. Similarly, minimum two members will be stationed at BERC office Patna for Part B after seven days of award.

**20. Award of Contract: -**

- 20.1 The successful consultant shall be required to execute a Contract Agreement within the time limit specified in the RFP.
- 20.2 The consultant shall be engaged after obtaining approval of the Commission.
- 20.3 Failure on the part of successful bidder to execute Contract Agreement within the time schedule as specified by the Commission may lead to cancellation of the bid and forfeiture of bid security.

**21. Performance Security:**

The successful bidder shall have to deposit performance security in shape of irrevocable Bank Guarantee for 10% of the total value of work valid for a period from the date of contract agreement till six months after completion of the contract, after which it shall be released.

**22. TERMS OF PAYMENT: -**

- 22.1 The terms of payment shall be as under:

**(A) For Part A:**

Payment for the consultancy services rendered related to work shall be made in five (5) installments as detailed under:

- (a) First instalment of 20% will be payable after completion of verification of the petition(s) filed by the petitioners namely BSPTCL & SLDC, BGCL, SBPDCL and NBPDCCL companies for truing up of the ARR for FY 2021-22, Annual Performance Review (APR) of FY 2022-23 and tariff petition for the FY 2023-24. Further the information/data included in the petition has been examined and shortcomings/deficiencies identified and additional information/data



- required are submitted.
- (b) Second instalment of 20% will be payable after completion of verification/validation of data/parameters in case of Tariff petitions, power purchase bills of True up (previous year) and half year of current year have been checked and verified in respect of power purchase cost and quarterly claim and the suggestions/objections on the petition(s) received from stakeholders and public have been categorized, analysed and processed before public hearings at field levels of the State.
  - (c) Third instalment of 10% on submission of the reports as mentioned in contract agreements including report on comparative chart of salient parameters of tariff orders of other SERC's for retail sale of Electricity and consequential suggestion/recommendation to be incorporated, if required .
  - (d) Fourth instalment of 40% will be payable after the draft report on particulars of petitions, public hearings at various field levels including study and analysis and disposal of comments/suggestions/objections of stakeholders and general public, assessment of aggregate revenue requirement of the relevant years and recommendations/ suggestions on various aspects for tariff setting submitted to the Commission and ARR as well as tariff structure finalized for FY 2023-24.
  - (e) The fifth and last instalment of 10% will be payable after one hundred twenty (120) days from the date of issue of tariff order (s) provided, if there is no appeal pending pertaining to such consultancy services.
  - (f) Tax deduction at source as per Income Tax, GST Act and other statutory deductions shall be made from the amount payable to the consultant.

**(B) For Part B:**

Payment for the period of engagement of consultancy services

rendered related to Part B works shall be made on quarterly basis.

- (a) First three instalment of 20% each (Twenty percent) of the total payment shall be made after the satisfactory completion of the work of each quarter for Q1, Q2 & Q3. Provided that complete work plan with milestone shall be submitted within fifteen days of award for the payment of first instalment.
- (b) Fourth instalment of 30% will be payable for the last quarter after satisfactory completion ascertain by the Commission.
- (c) The fifth and last instalment of 10% will be payable after one hundred twenty (120) days from the end of fourth quarter if there is no appeal is pending pertaining to such consultancy services.
- (d) Tax deduction at source as per Income Tax, GST Act and other statutory deductions shall be made from the amount payable to the consultant.

**23. CONFIDENTIALITY: -**

The successful bidder (s) shall maintain secrecy of all sources/ information/data connected with the project. The successful BIDDER shall furnish bond of confidentiality of data/information handed over to them or processed by them for undertaking the consultancy job.

**24. MISCELLANEOUS: -**

- 24.1 The successful bidder shall have to submit the required papers/ reports/studies in hard copy as well as soft copy in six copies.
- 24.2 The successful bidder shall be required to open a temporary office in Patna for the duration of the consultancy or for a period as may be mutually agreed and all the key personnel should be available during the Meeting/Hearing/analysis etc. The Commission will provide space in the Commission office for working of the Consultant but all logistics support will be borne by the consultant.

- 24.3 From the time of opening of Bid and till its finalization, no correspondence of any type shall be entertained, unless called for by BERC. Any type of uncalled clarifications on prices and/or rebates shall not be accepted. Unilateral correspondence/clarification/rebate/additions etc. from bidder side may lead to cancellation of bid.
- 24.4 In the event of failure of consultant to execute the work under contract agreement within the specified time schedule, BERC may consider to get the work done at the risk and cost of the consultant and may also impose penalty as the Commission may deem fit in the matter.
- 24.5 The team leader shall have to be present in BERC as and when called for interaction and minimum two members have to be present in BERC on all working days in the manner as mentioned in point no. 4.1 above for the term of the contract of PART-B.
- 24.6 The term of the assignment may be extended upto one more year by the Commission on same terms and conditions as mentioned in RFP.
- 24.7 The consultant shall have to provide assistance in case of review petition and/or appeal on the said order(s)/works.
- 24.8 The consultant shall have to engage as many teams as numbers of petitions for Part A.

**25. Penalty**

- 25.1 In case of failure to complete various tasks listed in the RFP or failure to complete the assignment in time to the satisfaction of BERC or for not making available the services of any individual professional committed by the Consultant and/or any contravention of the covenants of the Contract, an amount proportionate to the incomplete work and/or an amount as determined by the Commission for delay in completion of the assignment, or such contravention shall either be recovered from the payable professional fee or by invoking Bank Guarantee.
- 25.2 Non-compliance of Para 19.4 of RFP shall also attract following penalty:

25.2.1 If the team member who is supposed to be available before the Commission for the completion of scope of work is not available at BERC office Patna then a proportionate amount as computed below would be deducted:

a) Part A:

Deductible amount= Average manpower cost per member as per RFP proposal X Number of days of absence / Seventy five days.

b) Part B:

Deductible amount= Average manpower cost per member as per RFP proposal X Number of days of absence / no. of working days of the one year period.

25.2.2 If suitable replacement of team member is not made available by Consultancy Firm with prior approval of the Commission then manpower cost of that member as per RFP proposal shall be deducted from the total contract value.

26. Any dispute in connection with the BID is subject to Patna jurisdiction only.

**I. TEAM COMPOSITION AND TASK SCHEDULE PROPOSED FOR ASSIGNMENT  
To be submitted for each Part (i.e Part A and Part B separately)**

(Team Composition should only include the names of the team leader, supportive expert member and person engaged for petitions of each company in case of Part A, and person engaged for Part B, who would actually execute the work. The names of person such as Director etc. who will not provide considerable working days in the Commission should not be indicated.

**A. Team Leader for Part-A**

Name	Age	Position	Task proposed	Committed Time Schedule at BERC office (in days/week)

**B. Details of supportive expert members (Technical/Finance/Legal) for Part-A**

Name	Age	Position	Task proposed	Committed Time Schedule at BERC office (in days/week)

**C. Details of person engaged with respect to petitions of each Companies for Part A and Details of person engaged for Part B works**

Name	Age	Position	Task proposed	Committed Time Schedule at BERC office (in days/week)

**II. (i) DETAILS OF EXPERIENCE OF THE TEAM LEADERS IN RESPECT OF ANALYSIS AND EVALUATION OF ARR AND TARIFF PETITION ON BEHALF OF CERC/SERCs/JERC OR UTILITIES.AND DETAILS OF EXPERIENCE OF THE PERSONS IN RESPECT OF PREPARATION OF REGULATIONS/ REGULATORY WORK.**

Sl No.	Designation/ Position	Name	Key Qualification & Membership in Professional Societies	*Experience in SERC / JERC/power utility in India	Details of task assigned	Date of start and completion of work

\*Curriculum Vitae along with conclusive evidence should be attached

**(ii) Summary of experience of Team Leader as elaborated in point II (i) of Annexure T-1**

Particulars	Assignment related to petition for determination of ARR and Tariff for retail sale of electricity either on behalf of distribution utility or on behalf of SERC/JERC on MYT principle	Assignment related to Preparation of petition for Transmission tariff on behalf of utility or CERC/ SERC /JERC	Assignment related to Preparation of regulations or regulatory work on behalf of CERC/ SERC /JERC	Remarks

<b>Number of job experience during financial year 2017-18 to 2021-22</b>				
<b>Page no. of document submitted in compliance of point no. II (i) of Annexure T-1</b>				
<b>Time with consulting firm (In Year)</b>				

**III. (i) DETAILS OF EXPERIENCE OF THE SUPPORTIVE EXPERT MEMBERS (TECHNICAL/FINANCE/LEGAL), IN RESPECT OF ANALYSIS AND EVALUATION OF ARR AND TARIFF PETITION AND PREPARATION OF REGULATIONS/REGULATORY WORK ON BEHALF OF CERC/SERCs/JERC OR UTILITIES, WHO WILL UNDERTAKE THE JOB.**

<b>Sl No.</b>	<b>Designation/ Position</b>	<b>Name</b>	<b>Key Qualification &amp; Membership in Professional Societies</b>	<b>Experience in SERC /JERC/power utility in India</b>	<b>Details of task assigned</b>	<b>Date of start and completion of work</b>

**Curriculum Vitae alongwith conclusive evidence of each supportive expert member should be attached**

**(ii) Summary of experience of supportive expert members (technical/finance/legal) of the team who will undertake the job as elaborated in point III (i) of annexure T-1**

<b>Particulars</b>	<b>Assignment related to petition for determination of ARR and Tariff for retail sale of electricity either on behalf of distribution utility or on behalf of SERC/JERC on MYT principle</b>	<b>Assignment related to Preparation of petition for Transmission tariff on behalf of utility or CERC/SERC /JERC</b>	<b>Assignment related to Preparation of regulations or regulatory work on behalf of CERC/ SERC /JERC</b>	<b>Remarks</b>
<b>Number of job</b>				

<b>experience during financial year 2017-18 to 2021-22</b>				
<b>Page no. of document submitted in compliance of point no. I I(i) of Annexure T-1</b>				
<b>Time with consulting firm (In Year)</b>				

**IV. (i) DETAILS OF PERSON ENGAGED FOR PETITIONS OF EACH COMPANIES AND DETAILS OF PERSON ENGAGED FOR REGULATIONS/REGULATORY WORKS**

<b>Sl No.</b>	<b>Designation/ Position</b>	<b>Name</b>	<b>Key Qualification &amp; Membership in Professional Societies</b>	<b>Experience in SERC/power utility in India</b>	<b>Details of task assigned</b>	<b>Years with firm</b>

**Curriculum Vitae of each person engaged for petitions of each company should be attached**

**(ii) Summary of experience of person engaged who will undertake the job as elaborated in point IV (i) of annexure T-1**

<b>Particulars</b>	<b>Assignment related to petition for determination of ARR and Tariff for retail sale of electricity either on behalf of distribution utility or on behalf of SERC/JERC on MYT principle</b>	<b>Assignment related to Preparation of petition for Transmission tariff on behalf of utility or CERC/ SERC /JERC</b>	<b>Assignment related to Preparation of regulations or regulatory work on behalf of CERC/ SERC /JERC</b>	<b>Remarks</b>
<b>Number of job experience during financial year 2017-18 to 2021-22</b>				
<b>Page no. of document</b>				