

**Draft Document for  
Expression of Interest (EOI) for  
Empanelment of Consultancy Firms for various Regulatory tasks .**

**1. INTRODUCTION**

Brihanmumbai Electric Supply & Transport Undertaking (BEST Undertaking) is engaged in providing two basic infrastructural services viz. Electricity distribution in the city area and Public transport in the city & suburban area of Mumbai metropolis. With the advent of Electricity Act 2003, the Regulatory regime has been established in Maharashtra state and the Undertaking, being distribution licensee, is required to operate under this Regulatory regime regulated by MERC, CERC and other Regulatory bodies.

BEST Undertaking intends to empanel technically qualified and professionally managed Consultancy Firms to assist the Undertaking in respect of any or all of the Regulatory tasks listed under Section 2 of this document for a period of 5 years. As such, it is proposed to have a Panel of Consultants on Retainership basis without any Retainership fees for the period from FY 2017-18 to 2021-22.

As and when the need arises, the financial bids would be invited for carrying out any assignment involving regulatory task from the panel of consultants to be formed through this EoI process. After scrutiny of financial bids received as response from empanelled consultants, BEST Undertaking will award the contract for consultancy for that particular task.

**2. List of the tasks proposed to be assigned to the Consultancy Firms is as under:**

- Mid-term Review Petition filing ,
- Multi-year Tariff Petition filing
- Preparation of Advisory Reports on various projects such as ,
  - Demand Side Management (DSM),
  - Renewable Power Obligation (RPO),
  - Availability Based Tariff (ABT),
  - Open Access issues,
  - Load Forecasting /Demand Estimation Study
  - Competitive Bidding documents for procuring conventional / renewable power on Medium/Long Term basis and Power Purchase Agreement (PPA)
  - Any other such issues.

**3. Eligibility & Qualification requirement:**

The Consultancy firms intending to submit offer for such empanelment shall fulfill the following eligibility conditions and shall submit the documentary evidence for the same:

- a) The Consultancy Firms shall be well acquainted with the Regulatory environment in the power sector and functioning of licensees / Central or State Regulatory

Commission or other Central / State or other Regulatory Authorities and possess minimum experience of Five years in dealing with such similar matters.

- b) Consultancy Firms shall have key personnel on its payroll, having proven records of accomplishment in minimum 5 assignments in respect of Regulatory / Power Sector Reforms issues.
- c) The consultants proposed for appointment by the Consultancy Firm should be Graduate / Post Graduate in the relevant disciplines and additionally each such consultant must possess expertise in any particular field viz: Electricity Regulations, Power systems, Finance, Economics, Law, etc, commensurate with the nature of task to be handled in the Undertaking.
- d) The Consultancy Firm should have adequate technical, financial and legal capability to undertake such tasks as per terms of reference(ToR) provided to them considering various steps to be performed from the inception to the completion within the time frame prescribed by the Undertaking .
- e) The Consultancy firms shall have a Turnover of minimum ten Crores per annum for past three years & shall submit the financial credentials of the firm for assessing financial capability.
- f) The Consultancy Firm shall furnish copies of completion certificate from the Organizations, Certificate of registration/ agreement/articles of association, as the case may be, as service firm and PAN, and service tax registration.
- g) No consortium or Joint Venture of the firms will be allowed.

#### **4. Submission of EoI Offer and Evaluation Procedure :-**

**4.1** The duly completed offer as described below, in a sealed envelope, super-scribed “Empanelment of Regulatory Consultants” should be submitted so as to reach the office of the Undertaking on or before 16.00 Hrs on 28.07.2017 at Regulatory Dept., Ground Floor, Multistoried Annex Building, Electric House, BEST Marg, Colaba, Mumbai, 400 001. In the event of the specified date for the submission of the offers being declared a holiday, the offers will be received up-to the appointed time on the next working day of Undertaking ’s office. Any offer received after the abovementioned deadline will be rejected and may be returned unopened.

**4.2** The offer shall comprise of following formats:

- Relevant Experience & Track Record of the Consultancy Firm as per **Annexures– I-A**
- List of the Consultants included in the team of a Consultancy Firm as per **Annexure I-B**
- Qualifications, Experience and Competence of the Consultants for the Assignment (separate sheet for each Consultant) as **per Annexure I-C**

All the above information as per annexures mentioned above shall be submitted in triplicate (one original plus two copies of the Offer), sealed in an envelope which must be clearly marked as “Empanelment of Regulatory Consultants.”

**Basis for Evaluation of Offers:**

- 4.3. The Undertaking shall evaluate the offers on the basis of eligibility and qualification requirement as provided in Section 3 of this document.
- 4.4. The Undertaking will identify suitable Consultancy Firms based on evaluation of the offers and accordingly short list the suitable firms .
- 4.5. Undertaking reserves the right to select/reject any/all the offers in part/or in full without assigning any reason.
- 4.6. The validity of the Empanelment of Consultancy Firms, shall be for a period of **five years**.
- 4.7 The Undertaking reserves the right to reject any offer , based on any deviation taken by the Consultancy Firm, or otherwise, without assigning any reason.
- 4.8 Any revision/correction in the ToR or clauses of agreement will not be allowed. Any such revision will render the Offer as non-responsive.
- 4.9 The Consultancy Firm shall make in his offers such disclosures as may be required to ascertain that the firm has no conflicting interest in undertaking the proposed assignment.

**5. General Conditions & Awarding of appointment on Contract on empanelment :**

- 5.1 **Contract Security Deposit:** The successful Consultancy Firm shall furnish a Demand Draft / Bank Guarantee (as per the Format attached as **Annexure-II**) from a Nationalised Bank / Scheduled Bank, on a Stamp Paper of Rs.100/-, as Contract Security Deposit (Refundable) , for a value equal to Rs. 25,000/- (Rupees Twenty Five thousands only), valid for the entire period of the contract to enable lodging of any claims, arising due to failure on Consultant’s part. As an alternative, the Consultant may furnish a Demand Draft drawn in favour of “BEST Underatking” payable at Mumbai, money of which will be refunded by the Undertaking after satisfactory completion of work.

**5.2 Terms of Payment:**

Payment for the consultants would be made as per the miles stones decided at the time of financial bidding which will be subject to submission of bills along with works sheet of work carried out by the consultants during the concerned milestone.

**5.3 Tax Deduction at Source:**

The Income Tax or any other tax liable to be deducted, as per the prevailing rules will be deducted at source before effecting the payment, for which the Undertaking will issue TDS Certificate/s. Service Tax, as applicable shall be payable extra, at the prevalent rates.

**5.4 No extra charge:** The charges quoted by the Consultancy Firm at the time of financial Bidding will be inclusive of the costs of Consultant's Teams' travel, lodging and boarding, and also all incidental expenses, professional fees etc., incurred by the teams, in connection with the assignment. No separate charges will be payable by the Undertaking on any such account.

**5.5** The Consultants shall keep the Undertaking and all the concerned Utilities to be visited, indemnified from any damages, on any account.

**5.6 Confidentiality of data and documents :**

The Intellectual Property Rights (IPR) of the data collected as well as the deliverables produced for the Undertaking shall remain with the Undertaking. No one shall utilize or publish or disclose or part with, to a third party, any part of the data or statistics or proceedings or information collected for the purpose of this assignment or during the course of the assignment for the Undertaking, without the express written consent of Undertaking. The Consultant shall be bound to hand-over the entire set of records of assignment to the Undertaking before the expiry of the contract, and before the final payment is released by the Undertaking.

**5.7 Conflict of interest:**

The consultant appointed by the Undertaking, shall in no case represent or give opinion or advice to others in any matter which is adverse to the interest of the Undertaking.

**5.8 Empanlement Finalisation:**

**5.8.1** On completion of the evaluation of the offers received, and finalization of the Suitable Consultancy Firms, the Undertaking will issue 'Letters of Intent' (LOIs) along with a format of the Contract to be signed. The firms shall clearly mention the

name, designation and contact details of the person to be informed in their organisation regarding such intimation & regarding queries /clarifications, if any.

5.8.2 Within 15 days of receipt of the LOI, the successful Consultancy Firms will have to enter into a Contract with the Undertaking in the prescribed format as per Annexure II and by submitting the Contract Security Deposit (in form of bank Guarantee) as per Annexure III.

If the selected the Consultancy Firms, fails to enter into the said Contract, within 15 days of issue of LoI, the Undertaking may exercise its right to exclude the Consultancy Firms from the panel of Retainer Consultant and firms will forfeit its right for the contract period ie from FY 2017-18 to FY 2021-22.

5.8.3 The Undertaking reserves the rights, as follows:

- I) To empanel /award the Contract against the EoI , to a single Consultancy Firms for all the work or to a number of firms.
- II) To decide to cancel this EoI , and not to proceed in the matter, at any stage of the EoI or analysis of the EoI and also accept or reject any or all offers , without giving any explanation, whatsoever. In case of cancellation, the Undertaking shall have discretion to decide whether to return the documents submitted and also how to deal with the documents retained by the Undertaking.
- III) To disqualify (i) any firm found canvassing in the office of the Undertaking during the EoI process (ii) any firm who has worked with the Undertaking in the past but has failed to deliver appropriate output for similar type of tasks as mentioned in Para 2.

## **5.9 Operation of the Contract:**

5.9.1 As and when needed, the financial bid shall be called from the empanelled consultants for the specific assignments / tasks based on respective scope of work. The required milestones, time lines and payment schedules would be specified in the scope of work. The financial bids would be scrutinized for the suitability of offer and the assignment would be awarded after taking approval of the management. Accordingly work order will be issued to the successful firm.

5.9.2 Considering the time bound nature of the project at least 2 persons may be deputed for the assignment. From the deputed persons, at least one of the working level person may have Degree in Electrical Engineering and may have experience in similar assignments.

- 5.9.3 The Undertaking will not be responsible for any accidents occurred at the time of execution of the works under this contract. Members of the team visiting the field areas or any related sites, in connection of the assignment should have a good knowledge of safety precautions at the premises being visited.
- 5.10 Termination of Agreement :
- The Undertaking may terminate a contract to which these Terms apply if:
- 5.11 The Consultant is unable to address the assigned works,
- 5.12 Quality of the assigned works is not to the satisfaction of the Undertaking
- 5.13 The Consultant fails in timely achievement of the milestones as decided by the Undertaking
- 5.14 The Consultant commits any material or persistent breach of its obligations under the contract (which, in the case of a breach capable of remedy, shall not have been remedied within 15 days of intimation), or Team members of the Consultant are found lacking in honesty and integrity;
- 5.15 The Consultant becomes insolvent;
- 5.16 The Undertaking reserves the right to terminate the contract, by giving fifteen day's notice to the Consultancy firm.
- 5.17 Termination shall be effected by written notice served on the Consultant and shall take effect in 15 days of delivery of such notice.
- 5.18 Governing law: The contract shall be governed by and construed in accordance with the laws of the Republic of India.
- 6.0 Last date for submission of EoIs:  
The offers complete in all respects are required to be submitted by 16.00 hrs of 28.07. 2017.

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**Annexure – I**  
(FORMAT)

Date: \_\_\_\_\_

FROM:

To:  
Chief Engineer  
(Regulatory )  
BEST Undertaking,  
Mumbai

**Subject:** “Offer for consulting services for assistance to the Undertaking to facilitate Regulatory related works as per Para 2 of EoI Document”

Sir,

I/We, \_\_\_\_\_, enclose herewith our Offer for appointment of the firm for “Offer for consulting services for assistance to the Undertaking to facilitate regulatory related works Para 2 of EoI Document”

Yours faithfully, \_\_\_\_\_

Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Encl.: *(list of all enclosures)*

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**Annexure – I-A**

(FORMAT)

**Relevant Experience & Track Record of the Consultancy Firm**

Date: \_\_\_\_\_

A brief description of the organisation and the assignments of similar nature carried out in the last 5 years.

From :M/s-----

TO: Chief Engineer (Regulatory),  
BEST Undertaking,  
Mumbai

A. Brief description of the organisation:

1. Name of the Organization
2. Nature of the Organization
3. Business/Profession and number of years in the business
4. Number of staff
5. Registration
6. Affiliation with national and international professional/financial bodies.
7. Annual Turnover (last five years)
8. Any other relevant information

B. Assignments carried out in the last 5 years

*(The following information should be given in respect of each assignment separately.)*

1. Title of assignment
2. Objective of assignment
3. Narrative description of the assignment.
4. Name of the client
5. Address
6. Commencement and completion of the assignment
7. Number of man months as well as the duration period for completion of assignment
8. Outcome of the assignment.
9. Contract value of the assignment
10. Any other relevant information.

Yours faithfully,

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Designation \_\_\_\_\_ Address \_\_\_\_\_



**Annexure I-B  
(FORMAT)**

**Qualifications, Experience and Competence of the Consultants for the Assignment**

**Format of Curriculum Vitae (CV) for Consultant proposed  
for the Assignment (separate sheet for each Consultant)**

Name:

Name of Firm:

Profession:

Age & Date of Birth:

No. of Years with Firm:

Membership of Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

(Give an outline of staff members' experience and training most pertinent to the tasks on assignment. Describe degree of responsibility held by each staff member on relevant previous assignment and give dates and locations. Use up to half a page)

Education:

(Summarize College/University and other specialized education of each staff member, giving names of schools, dates attended and degrees obtained).

Employment Record:

(Starting with present position, list in reverse order every employment held. List all positions held by the staff members since graduation, giving dates, name of employing organization, title of positions held and location of assignments. For experience in the last five years, also give types of activities performed and Client references, where appropriate. Use up to three-quarter of a page).

Experience in Utility Business: Position held, Nature of work, Highlights/ Achievements.

Certification:

I, the undersigned, certify that, to the best of my knowledge this bio-data correctly describes myself, my qualifications and my experience.

Signature of Staff Member

Date:

It is certified that the concerned person is a full time employee of the Firm.

Signature of authorised Official from the Firm (with name and designation)

**Annexure – I-C**  
**(FORM**  
**AT)**

**Qualifications, Experience and Competence of the Consultant for the**  
**Assignment**  
**(contd)**

**List of the Consultants included in the team of the Consultancy**  
**Firm**

1. Project Personnel

Sr.No.	Name	Position in the Organisation ( Consultancy Firm)	Willing to work on regular basis or assignment basis or both	Whether accommodation is available at Mumbai or nearby place
1				
2				
3				
4				
5				