

JHARKHAND STATE ELECTRICITY REGULATORY COMMISSION

BID DOCUMENT
FOR
APPOINTMENT OF CONSULTANT
FOR
ASSISTASNCE IN DETERMINATION OF TARIF AND FORULATION OF
REGULATIONS
AND
OTHER RELATED ISSUES

1. INTRODUCTION

- 1.1 Jharkhand State Electricity Regulatory Commission (JSERC) was constituted by Government of Jharkhand in August 2002 and started functioning from April 24, 2003.
- 1.2 Jharkhand State Electricity Regulatory Commission (JSERC) as part of its responsibility needs to set an efficient electricity industry in the State and safeguard the interests of the consumers. In this regard, Jharkhand State Electricity Regulatory Commission issues this Invitation For Bids and will receive Bids from reputed consultancy firms, for the consultancy services mentioned in the bid and as set forth in the accompanying Bid Document.

2. SCOPE OF WORK

The consultant shall provide assistance to the Jharkhand State Electricity Regulatory Commission on the following:

2.1 **Tariff Determination for:**

- 2.1.1 Retail Sale of Electricity: By the distribution licensee to various consumers in the State including charges for intra-State Transmission of electricity and charges for wheeling of electricity at different voltage levels.
- 2.1.2 Transmission of Electricity: For intra-State Transmission of electricity undertaken by the Transmission licensee.
- 2.1.3 Generation and Supply of Electricity: By the generating company to the distribution licensee from power plants in the State.
- 2.1.4 Generation of Electricity by Non-Conventional Energy Sources: By Non-Conventional Energy Sources generating plants in the State including Mini & Micro Hydel, Solar, Wind, Biomass generating plants & etc.
- 2.1.5 **Deliverables:**

The consultant shall provide consultancy and assist the Commission in examination, analysis, and review of the ARR and Tariff petition and determination of Tariff. The assignment shall include the following-

- (a) Analyzing and scrutinizing the filings for its conformity with the Act, Regulations, prescribed formats and accepted practices. Reporting shortcomings, discrepancies and data-gaps in the Tariff petition. Seeking necessary clarifications from the licensee or generating company and examination of related books and documents etc to validate and firm-up the data.
- (b) Assistance in the public hearing and interactive meeting with different stake-holders as required by the Commission, processing and preparing analysis of the suggestions and objections filed and represented in public hearing and responses of the licensee or generating company and preparing a feed-back report for the Commission.
- (c) Analyzing fixed and variable charges, development of revenue and tariff model, tariff design, and preparation of Draft Tariff Report in five (5) hard copies and one (1) soft copy for comments and decision of the Commission. If required, the consultant shall make presentation before the Commission. The draft Tariff Report will include-
 - (i) Examination and analysis of the fillings indicating various discrepancies and data gaps;
 - (ii) Analysis of suggestions/objections by various Stake-holders and response of the licensee/generating company;
 - (iii) Analysis of the fixed and variable charges and estimated sale/generation;

- (iv) Development of revenue and tariff model and Tariff structure in different scenario of efficiency level.
- (d) Preparation and submission of Final Tariff Report as per comments and directions of the Commission on the draft Report.
- (e) Follow up and assistance in the Appellate Tribunal/Supreme Court in the event of review/approval filed, if any.

2.1.6 Time Schedule for completion of the Assignment:

1	Report on shortcomings and information gaps in the tariff petition and getting clarifications and additional information.	Within 30 days of handing over the Tariff application filed by the licensee/generating company to the consultant.
2.	Assistance and feedback in the tariff hearing and suggestions and objections received from stake-holders	As scheduled by the Commission. Report to be submitted within one week.
3.	Draft Tariff Order (5 hard copies and a soft copy containing: <ul style="list-style-type: none"> (a) Examination and Analysis of the petition to indicate various discrepancies including discrepancies in capital cost. (b) Analysis of objections/suggestions of various stakeholders, response of licensee or generating company rejoinders etc. (c) Analysis of Annual Fixed Charges and estimated sale or generation etc. (d) Comments on various other aspects indicated in terms of reference including rationalization of tariff, gradual reduction of losses and cross-subsidies etc. 	Draft Report on the Tariff: within 10 weeks of the handing over of the Tariff application.
4.	Submission of the final Tariff Order on the basis of the comments of Commission on the draft report (5 hard Copies and a soft copy on CD/Pen-drive).	Within one week of the communication of comments.
5.	Follow up and assistance in the Appellate Tribunal/Supreme Court/High Court/ Commission or any other court of law in the event of review/appeal filed, if any, by any stakeholder.	“As and when required” basis.

2.1.7 Terms of Payment:

- (a) Fifty percent (50%) of the total contract price on the submission of the draft tariff order.
- (b) Forty percent (40%) of the total contract price upon submission of final tariff order.
- (c) Balance ten percent (10%) of the total contract price upon completion of work or three months after the disposal of the review/appeal, if any, whichever is later.
- (d) All payments as indicated above shall be released within thirty (30) days of the receipt of invoice.

2.2 Formulation of Regulations (as and when required by the Commission):

2.2.1 The consultant shall provide assistance to the Commission in preparation of regulations as and when required by the Commission.

2.2.2 Deliverables:

The consultant shall provide consultancy and assistance in formulation of regulations as and when required by the Commission. The assignment shall include the following-

- (a) Preparation of discussion paper/consultation paper for floating the same before various stake-holders seeking their suggestions and comments as per order of the Commission in five (5) hard copies and one (1) soft copy.
- (b) Assistance in the public hearing, if any, as required by the Commission, processing and analyzing of the suggestions and comments filed by stake-holders or their representatives during public hearing, preparation and submission of feed-back report with reply/clarification to the suggestion and comments with possible alternatives/modifications required in the Regulations to address or satisfy the comments and suggestions. The report should be submitted to the Commission in five (5) hard copies and one (1) soft copy for comments and decision of the Commission.
- (c) Prepare and submit Draft Regulations for comments of the Commission.
- (d) Prepare and submit Final Draft Regulations as per comments and directions of the Commission in five (5) hard copies and soft copy.
- (e) Follow up and assistance in Appellate Tribunal/Supreme Court in the event of appeal, if any.

2.2.3 Time Schedule for completion of the Assignment:

1	Preparation of discussion paper/consultation paper for floating the same before various stake-holders seeking their suggestions and comments as per order of the Commission in five (5) hard copies and one (1) soft copy.	Within 30 days of the order of the Commission.
2.	Assistance and feedback in hearing and suggestions and obligations received from stake holders.	As scheduled by the Commission. Report to be submitted within one week.

3.	Draft Regulations (5 copies and a soft copy on CD/Pen-drive) for comments of the Commission. It will include reply / clarifications and suggested modifications in the Regulations to address to the various comments and suggestions made by the stakeholders.	Draft Regulations: within 4 weeks of the receipt of the details of hearings and suggestions and comments received from the stakeholders.
4.	Submission of the Final Draft for Regulations on the basis of the comments of Commission on the draft report.(5 hard Copies and a soft copy on CD/Pen-drive)	Within one week of the communication of comments.
5.	Follow up and assistance in the Appellate Tribunal/Supreme Court in the event of review/appeal filed, if any, by any stakeholder.	“As and when required” basis.

2.2.4 Terms of Payment:

- (a) Fifty percent (50%) of the total contract price on the submission of the draft regulation.
- (b) Forty percent (40%) of the total contract price upon submission of final regulations.
- (c) Balance ten percent (10%) of the total contract price upon completion of work or three months after the disposal of the review/appeal, if any, whichever is later.
- (d) All payments as indicated above shall be released within thirty (30) days of the receipt of invoice.

3. ELIGIBILITY AND QUALIFICATION REQUIREMENTS:

3.1 The chosen Consultant must possess expertise in the following areas: -

- (a) Must have sound understanding, adequate technical knowledge and practical experience of the engineering and economics of generation, transmission and distribution of electricity and financial analysis and accounting.
- (b) A clear understanding of the Indian legal and regulatory framework in power sector and developments over the last decade including the applicable policies, legal and regulatory framework and reforms at Central and State levels.
- (c) Proven experience of providing assistance to various State and Central Regulatory Commissions in at least 4 States in Tariff determination of licensees and generating companies and analysis of regulatory process and policies.
- (d) Expertise in Management Information System design and development and experience in designing such systems in power sector in at least 2 SERCs.
- (e) The Consultant shall commit full time manpower exclusively for the assignment of the Commission.
- (f) The consultant shall have adequate financial capability and status to meet the financial obligations pursuant to the services covered in the Bid document. The consultant shall have annual turnover of at least Rs. 10 (Ten) crores in consultancy business of similar nature during the last three financial years (The bidder should submit adequate proof of this.)
- (g) The consultant shall have permanent account number.
- (h) The consultant should not have undertaken within two years of the date of submission of this bid and/or should not be undertaking any consultancy jobs with the following- Jharkhand Urja Vikash Nigam Limited, Ranchi Jharkhand Urja Utpadan Nigam Limited, Ranchi, Jharkhand Urja Sancharan Nigam Limited, Ranchi, Jharkhand Bijli Vitran Nigam Limited, Ranchi, Tenughat Vidyut Nigam Ltd. Ranchi, Damodar Valley Corporation, Kolkata, Tata Power Co. Ltd., Jamshedpur, Jamshedpur Utilities Services Co. (JUSCO), Jamshedpur and Bokaro Steel Plant (SAIL), Bokaro, Inland Power Limited (IPL), Ramgarh, Adhunik Power and Natural Resources Limited (APNRL), Ranchi, Rake Power Limited (RPL), Gola, Ramgarh or with any other organizations working with which would constitute conflict of interest.

4. TERMS AND CONDITIONS OF BID

4.1: Preparation of Bid.

4.1.1 The Bid document and other information can be downloaded from the Commission's website "www.jserc.org".

4.1.2 **Language of Bid & Signing of Bid:**

The bid prepared by the bidder and all correspondence and documents relating to the Bids shall be written in English. The original and all copies of the Bid shall be written or typed in indelible ink and shall be signed by the authorized signatory on each and every page.

4.1.3 **Bid to be submitted in Two Parts:**

- (i) The bid shall be submitted in two parts in three separate envelope containing the following documents:-
 - (a) **Part I** – Processing Fee (Envelope-1)
Earnest Money (Envelope-1)
Technical and Commercial Bid (Envelope-2)
 - (b) **Part II**- Price Bid (Envelope-3)
- (ii) Part I of the bid shall contain Processing Fee and Earnest Money as per Clause 4.2 and 4.3 of the bid document and all the Formats specified in Clause 4.1.4 (Technical and Commercial bid). This part shall not contain any indication about the bid prices in any manner, whatsoever. Non compliance of this provision shall result in the rejection of the bid.
- (iii) Part II of the bid shall contain full particulars of the quoted rates and prices as per Clause 4.1.5 (Price Bid) of the bid document.

4.1.4 **Preparation of Technical and Commercial Bids:**

- (i) In preparing the Technical and Commercial bid, bidders are expected to examine the documents constituting the bid document in detail. Material deficiency in providing the information requested may result in rejection of bid.
- (ii) The Technical and Commercial bid shall provide the following information using the annexed Formats-
 - (a) Covering letter in Format T 1 furnishing firms particulars and authorization of the authorized signatory who shall sign each and every page of the bid submitted.
 - (b) A brief description of the bidders recent experience on assignments of similar nature in Format T 2.
 - (c) Any comments or suggestions on the Terms of Reference regarding details and time schedule of consultancy/services and facilities to be provided by the client in Format-T 3.

- (d) A description of the methodology and work plan for performing the assignment in Format T 4.
 - (e) The list of proposed staff team by speciality, the task that would be assigned to each staff-team member in Format T 5.
 - (f) CVs of the proposed professional staff. The information should include number of years working for the firm and degree of responsibility held in various assignment in Format T 6.
 - (g) Details of consultancy service provided by the firm to the following in Format T 7- Jharkhand Urja Vikash Nigam Limited, Ranchi Jharkhand Urja Utpadan Nigam Limited, Ranchi, Jharkhand Urja Sancharan Nigam Limited, Ranchi, Jharkhand Bijli Vitran Nigam Limited, Ranchi, Tenughat Vidyut Nigam Ltd. Ranchi, Damodar Valley Corporation, Kolkata, Tata Power Co. Ltd., Jamshedpur, Jamshedpur Utilities Services Co. (JUSCO), Jamshedpur and Bokaro Steel Plant (SAIL), Bokaro, Inland Power Limited (IPL), Ramgarh, Adhunik Power and Natural Resources Limited (APNRL), Ranchi, Rake Power Limited (RPL), Gola, Ramgarh or with any other organizations working with which would constitute conflict of interest.
- (iii) Technical and Commercial Bid shall not contain any indication about the bid prices in any manner, whatsoever. Non compliance of this provision shall result in the rejection of the bid.

4.1.5 Preparation of Price Bid:

- (i) (a) Bidder shall quote Price for the entire services on a “single responsibility” basis such that the Bid Price covers all the consultant’s obligations for the particular item of assignment/job.
 - (b) Price quoted by the bidder shall be fixed and not subject to any adjustment during performance of the contract to reflect changes in the cost of salary, fees, labour, material, etc.
 - (c) In preparing the Price Bid, consultants are expected to take into account the requirements and conditions outlined in the bid documents. The Price Bid should be submitted in the Annexed Format P 1, P 2, P 3 and P 4.
- (ii) The Price Bid must remain valid for three (3) calendar months from the date of opening of the bids.

4.2 Processing Fee:

The Bidder shall submit processing fee of Rs. 10,000.00 (Rupees Ten thousand) only as Part I of the Bid in form of crossed Bank Draft drawn in favour of the Secretary, J.S.E.R.C., payable at Ranchi. The processing fee shall not be refundable.

4.3 Earnest Money:

The Bidder shall submit Earnest Money as bid security amounting to Rs. 50,000/= (Rupees Fifty Thousand) only in form of crossed Bank Draft drawn in favour of the Secretary, J.S.E.R.C., payable at Ranchi.

- (i) Earnest Money of unsuccessful Bidders shall be returned within 30 days after finalization of Bid.
- (ii) E.M. will be forfeited, if:
 - A Bidder withdraws its Bid during Bid Validity period specified in Bid Document
 - Or.
 - A successful Bidder fails to sign agreement within date specified by JSERC.
 - Or
 - A successful Bidder fails to furnish performance security as mentioned at Clause 5.3.1

4.4 Validity:

The bid shall be FIRM and VALID for a minimum period of three (3) calendar Months from the date of opening of the Bid.

4.5 Currency of Bid:

Price shall be quoted in Indian Rupees only.

4.6 Amendment To Bid Documents:

4.6.1 JSERC reserves the right to issue amendments and clarifications to the Bid Document, giving reasonable time prior to the Bid opening. Such amendments/clarifications shall be part of the Bid Document.

4.6.2 JSERC reserves the right to extend the dead line for the submission of Bids.

4.7 Submission of Bid:

4.7.1 Sealing and Marking of Bid:

The Bidder shall prepare and submit the Bid in three separate **sealed** envelopes containing the following documents and marked as specified –

- (i) Envelope – I;
 - (a) Shall contain the ‘Processing Fee’ as per Clause 4.2 and ‘Earnest Money’ as per Clause 4.3 of the Bid document.
 - (b) Shall be marked at the top as –“**Part I Processing Fee & Earnest Money**”
“**Bid for Consultancy Services**”.
 - (c) Shall be addressed to the – **Secretary, Jharkhand State Electricity Regulatory Commission, 2nd Floor, Rajendra Jawan Bhawan-cum-Sainik Bazar, Main Road, Ranchi-834001.**
 - (d) Shall also indicate the name and address of the Bidder.
- (ii) Envelope – II;
 - (a) Shall contain the ‘Technical and Commercial’ Bid as per Clause 4.1.4 of the Bid document.
 - (b) Shall be marked at the top as –“**Part I Technical and Commercial Bid**”
“**Bid for Consultancy Services**”.
 - (c) Shall be addressed to the – **Secretary, Jharkhand State Electricity Regulatory Commission, 2nd Floor, Rajendra Jawan Bhawan-cum-Sainik Bazar, Main Road, Ranchi-834001.**

(d) Shall also indicate the name and address of the Bidder.

(iii) Envelope – III;

(a) Shall contain the ‘Price Bid’ as per Clause 4.1.5 of the Bid document.

(b) Shall be marked at the top as –“**Part II Price Bid**” “**Bid for Consultancy Services**” “**Do not open with Technical & Commercial Bid**”.

(c) Shall be addressed to the – **Secretary, Jharkhand State Electricity Regulatory Commission, 2nd Floor, Rajendra Jawan Bhawan-cum-Sainik Bazar, Main Road, Ranchi-834001.**

(d) Shall also indicate the name and address of the Bidder.

(iv) Outer Envelope:

All the aforesaid envelopes i.e. Envelope I, Envelope II and Envelope III shall be placed in an outer envelope and duly sealed and marked as follows-

(a) Outer Envelope shall be marked at the top as “**Bid for Consultancy Services**” “**Do Not Open Before 28th February 2015 at 15.00Hrs.**”.

(b) The envelope shall be addressed to - **Secretary, Jharkhand State Electricity Regulatory Commission, 2nd Floor, Rajendra Jawan Bhawan-cum-Sainik Bazar, Main Road, Ranchi-834001.**

(c) Shall also indicate the name and address of the Bidder.

4.7.2 The Bidder shall prepare and submit an original and one duplicate copy/set of the Bid and the original and duplicate Bid shall be placed and sealed in separate inner (envelopes I,II and III) and outer envelopes clearly marking each one at the top as “**Original Bid** ” and “**Duplicate Bid**” as the case may be. In the event of any discrepancy between them the original shall govern.

4.7.3 Deadline for submission of Bids:

(i) Bid must be received in the office of the- “**Secretary, Jharkhand State Electricity Regulatory Commission, 2nd Floor, Rajendra Jawan Bhawan-cum-Sainik Bazar, Main Road, Ranchi-834001**” On or before **14.00 Hrs of 28th February 2015**. In the event of the date of submission of Bids being declared as holidays, the Bids will be received up to the appointed time on the next working day.

(ii) The Bidder may send the Bid by registered post or courier or hand delivery. **Bids submitted by E-mail or Fax or Telegram or Telex shall not be accepted.**

(iii) JSERC may at its discretion, extend the dead line for submission of Bids by issuing and amendment as per Clause 4.6. of the Bid documents.

4.8 Opening And Evaluation Of Bids:

4.8.1 All Bids will be opened in the office of the “**Secretary, Jharkhand State Electricity Regulatory Commission, 2nd Floor, Rajendra Jawan Bhawan-cum-Sainik Bazar, Main Road, Ranchi-834001**” by the officers of the JSERC authorized for this purposes at **15.00 Hrs on 28th February 2015**. The authorized representatives of the Bidders may attend the Bid opening.

- (i) Part I of the Bid shall be opened on the date of opening. Part II of the Bid i.e. “**Price Bid**” shall not be opened at this stage. Firstly, Envelope I of the Bid containing Processing Fee and Earnest Money shall be opened. The Bids with Processing Fee and/or Earnest Money deficient in value and/or form will be rejected. Envelope II of Part I “**Technical and Commercial Bid**” of the Bids of only those bidders who have submitted requisite Processing Fee and Earnest Money, in value and form, in Envelope I shall be opened.
- (ii) Part II of the Bid ie. “**Price Bid**” of only those bidders whose “**Technical and Commercial Bid**” has been ascertained to be acceptable shall be opened at a subsequent date for which separate intimation will be sent.

4.8.2 Preliminary Examination of Bids:

- (i) To assist in the examination, evaluation and comparison of bids the JSERC, may at its discretion ask any Bidder for clarification of his bid, including break-up of unit rates. The request for clarification and the response shall be in writing, by fax or electronic mail but no change in the price or substance of the bid shall be sought, offered or permitted.
- (ii) Prior to the detailed evaluation, the JSERC will determine whether each Bid is of acceptable quality, is generally complete and is substantially responsive to the Bid Documents. For purposes of this determination, a substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the bid Document without material deviations, objections, conditionalities or reservations. A material deviation, objection conditionality or reservation is one (i) that affects in any substantial way the scope, quality of performance of the Consultant; (ii) that limits in any substantial way and / or is inconsistent with the Bid Document or the JSERC’s rights or the successful Bidder’s obligations under the bid specifications; or (iii) Whose rectification would unfairly affect the competitive position of other Bidder’s who are presenting substantially responsive Bids.
- (iii) If a Bid is not substantially responsive, it will be rejected by the JSERC.

4.8.3 Evaluation and Comparison of Bids:

The evaluation of Bids shall be carried out based upon Quality and Cost Based System (QCBS).

(i) Technical Evaluation:

The Technical and Commercial Bid shall be evaluated applying the technical evaluation criteria, and point system as specified below:-

(a)	Consultants relevant experience	-	25
(b)	Adequacy of proposed work plan and methodology	-	35
(c)	Qualification and competence of the key Staff for the assignment-	-	40
	General Qualification	20	
	Adequacy for the Assignment	10	
	Experience of the Assigned Task	10	

Each responsive Bid will be given a technical score as above. A proposal shall be rejected at this stage if it does not respond to important aspects of the Bid Document or if it fails to achieve the minimum technical score of 65.

(ii) Evaluation of Price Bid:

- (a) The list of bidders whose offers have been selected after technical evaluation shall be displayed on the Notice Board and website of the Commission. JSERC shall

also simultaneously notify the bidders found successful in technical evaluation indicating the date and time set for opening the Price Bid. The notification may be sent by registered letter, fax, or electronic mail.

- (b) The Price Bid shall be opened in the presence of the bidders' representatives who choose to attend. The quoted prices shall be read out and recorded when the Price Bid are opened.
- (c) The evaluation committee will determine whether the Price Bids are complete and correct and those bids which are not complete and correct shall be rejected.
- (d) The lowest Price Bid will be given a financial score (Sf) of 100 points. The Financial scores (Sf) of the other Price Bids will be computed in inverse proportion to the lowest bid. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights of 0.7 for Technical Score and 0.3 for the Financial Score ($S=St* 0.7+Sf* 0.3$). The firm achieving the highest combined technical and financial score will be invited for negotiations for award of contract.

5. AWARD OF CONTRACT

5.1 JSERC's Right To Accept Any Bid And To Reject Any Or All Bids:

JSERC reserves the right to accept or reject any bid, and to annul the bid process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidders or Bidder of the grounds for JSERC's action.

5.2 Negotiation:

- 5.2.1 The firm scoring the highest combined technical and financial score will be invited for negotiations. The aim is to clarify all points and to finalize the draft agreement.
- 5.2.2 Negotiations will include a discussion on the Technical Bid, proposed methodology (Work plan), staffing pattern and suggestions made by the firm to formulate the Terms of Reference. The JSERC and firm will then work out final Terms of Reference including staffing, periods to be spent in the field and in the home office, staff-months, logistics, and reporting as also the inputs required from the JSERC to ensure satisfactory implementation of the assignment. Final Terms of Reference will then be incorporated in the contract.
- 5.2.3 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff; the JSERC expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the JSERC will require assurances that the experts will be actually available.
- 5.2.4 The negotiations will conclude with the finalization of the draft contract. If the negotiation with the firm as above fails, JSERC will invite the short listed firm who has secured the second highest combined score to negotiate a contract.

5.3 Contract Agreement:

- 5.3.1 Before signing of the Contract Agreement, the consultant shall submit irrevocable bank guarantee towards contract performance security for the amount of ten percent

- (10%) of the total value of the contract valid up to ninety (90) days beyond the scheduled date of completion of assignment.
- 5.3.2 Following negotiations, JSERC will notify the successful Bidder in writing by registered letter or by fax to be confirmed in writing by registered letter that his bid has been accepted and requesting the successful bidder to execute the contract agreement within the specified time period after furnishing requisite Performance Guarantee (security) as per Clause 5.3.1 above. Failure on the part of successful BIDDER to execute Contract Agreement within time as informed by JSERC may lead to cancellation of contract and forfeiture of Earnest Money.
- 5.3.3 The successful bidder 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 their consultancy job.
- 5.3.4 In course of undertaking consultancy job, the successful bidder shall have to submit required papers/reports/studies in hard copy as well as soft copy more than one copies as desired by JSERC.
- 5.3.5 It is the JSERC's policy to require that bidders observe the highest standard of ethics during the selection and execution of such contracts. JSERC will cancel the firm's contract if at any time it is found that corrupt or fraudulent practices were engaged in by the representatives/staff of the firm.
- 5.3.6 The successful bidder shall be responsible for all patent infringements for the scope of supplies and services provided by them.
- 5.3.7 Any dispute in connection with the BID shall be subject to jurisdiction of Jharkhand High Court/District Court, Ranchi.

6. CHECK LIST

6.1 Bid Must Include The Following Information And Documents:

- (i) Envelope I containing –
- (a) Processing Fee as per Clause 4.2
 - (b) Earnest Money as per Clause 4.3
- (ii) Envelope II containing –
- (a) Covering letter in Format T 1 as per Annexure-I.
 - (b) Firm's experience in Format T 2 as per Annexure-II.
 - (c) Suggestions for 'Terms of Reference' in Format T 3 as per Annexure-III.
 - (d) Work Plan and Methodology in Format T 4 as per Annexure-IV.
 - (e) Team composition for the assignment in Format T 5 as per Annexure-V.
 - (f) Curriculum vitae of the professionals proposed for the assignment in Format T 6 as per Annexure-VI.
 - (g) Details of Consultancy Services/Jobs undertaken for – J.S.E.B., DVC, TVN Ltd., JUSCO (Tata Steel), Tata Power Co. Ltd (Jojobera) and Bokaro Steel Plant (SAIL) in Format T 7 as per Annexure-VII.
- (iii) Envelope III containing –
- (a) Price quotation in Format P 1 as per Annexure-VIII.
 - (b) Break-up of manpower costs in Format P 2 as per Annexure-IX.
 - (c) Break-up of other costs in Format P 3 as per Annexure-X.
 - (d) Summary of costs in Format P 4 as per Annexure XI.

Note: Please note that the 'Bidder' may provide additional information to support and supplement the above.

6.2 Bidder should Note that:

- (a) Bidders are required to furnish all information and documents as called for in this "Bid" in English.
- (b) Proposal should be typed or filled in ink. No proposal filled in by pencil or otherwise shall be considered.
- (c) Additions, alterations and over-writings in the proposal or accompanying documents may lead to rejection of the 'Bid'.
- (d) Indication of price in Techno Commercial Bid shall lead to outright rejection of Bid.
- (e) All pages of the 'Bid' submitted must be initiated by the authorized signatory on behalf of the Bidder.
- (f) Letter of authorization for authorized signatory should be from a person not below than the rank of Director on Board/Partner/Proprietor as the case may be.
- (g) 'Bid' submitted that are incomplete and/or which do not substantially meet the requirement prescribed in 'Bid' document will be liable for rejection.
- (h) BID shall be liable for rejection if :-
 - (i) Bid is not received by due date and time.
 - (ii) Bid is not accompanied with Earnest Money and Processing Fee.
 - (iii) Bid is not submitted in prescribed Format.
 - (iv) Technical response/price quoted are not clear and are ambiguous.

**Annexure-I
FORMAT-T 1**

FORMAT FOR COVERING LETTER (On the letter head of the Bidder/Company)

Bidders/Companies Name:

Full Address:

Tel No.:

Fax No.:

E-mail Address:

To,

The Secretary,
Jharkhand State Electricity Regulatory Commission
2nd Floor, Rajendra Jawan Bhawan-Cum-Sainik Bazar,
Main Road, Ranchi-1

Sub: 'Bid' for appointment of consultant agency for providing consultancy services to the Jharkhand State Electricity Regulatory Commission, Ranchi.

Ref:

Dear Sir,

We , the undersigned having read and examined the 'Bid' document 'Inviting Bid' for appointment of consultant agency for providing consultancy services to the Jharkhand State Electricity Regulatory Commission, hereby submit our 'Bid' and authorise the following person to sign the documents, annexures, formats and other papers on our behalf.

Details of Authorized Signatory (Person) are furnished as under:

Name :
Designation :
Company :
Address :
Phone No. :
Fax No. :
E-mail Address:

We are enclosing herewith 'Bid' document and formats each page duly signed by the authorized signatory in one (1) original and one (1) duplicate copy as desired by you for your consideration.

Dated the.....day ofof 2015

Thanking you.

Yours faithfully

(Signature, Name, Designation and Seal)

(Note:- Should be signed by Managing Director/Director on Board/Partner/Proprietor as the case may be)

**Annexure-II
FORMAT-T 2**

Details of Firm's Experience (similar consultancy job carried out/or being carried out in last three Years.)

Sl. No	Name of Beneficiary	Details of consultancy job carried out	Quality of Job in terms of volume; cost duration.(mention date of start and date of completion)	Status of Execution	Details payment received with Proof.	Remarks (Submit copies of contract Agreement)

(Authorised Signatory)
Name & Position of Signatory
Name & Address of Firm

Annexure-III

FORMAT-T 3

COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE REGARDING DETAILS AND TIME SHCEDULE OF CONSULTANCY / SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

A. On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

B. On the data, services, and facilities to be provided by the Client

- 1.
- 2.
- 3.
- 4.
- 5.

(Note: This format should be submitted separately for each assignment)

(Authorised Signatory)
Name & Position of Signatory
Name & Address of Firm

Annexure-IV

FORMAT-T 4

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT



(Note: This format should be submitted separately for each assignment)

(Authorised Signatory)
Name & Position of Signatory
Name & Address of Firm

Annexure-V
FORMAT-T 5
TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical /Managerial Staff

Name	Position	Task

2. Support Staff

(Note: This format should be submitted separately for each assignment)

(Authorised Signatory)
Name & Position of Signatory
Name & Address of Firm

Annexure-VI

FORMAT T 6

Format For Curriculum Vitae Of Proposed Professional/Staff

Sl. No	Name	Position/ Designation	Date of birth	Qualification	Experience in State Electricity Regulatory Commissions/Power Sector in India/International/ Others	Other sector experience	Remarks

(Note: Separate pages may be used for each professional/staff)

(Authorised Signatory)
Name & Position of Signatory
Name & Address of Firm

Annexure-VII

FORMAT- T 7

**Bidder Should Furnish The Details Regarding Consultancy Service/Job Undertaken By It
For The Following Organizations/Companies**

1. Jharkhand Urja Vikash Nigam Limited, Ranchi;
2. Jharkhand Urja Utpadan Nigam Limited, Ranchi;
3. Jharkhand Urja Sancharan Nigam Limited, Ranchi
4. Jharkhand Bijli Vitran Nigam Limited, Ranchi
5. Tenughat Vidyut Nigam Ltd., Ranchi.
6. Damodar Valley Corporation, Kolkata.
7. M/s Jamshedpur Utility Service Company (JUSCO), Jamshedpur.
8. M/s Tata Power Company, Jamsedpur.
9. Bokaro Steel Plant (SAIL), Bokaro.
10. Inland Power Limited (IPL), Ramgarh
11. Adhunik Power and Natural Resources Limited (APNRL); Ranchi
12. Rake Power Limited (RPL), Gola, Ramgarh; or
13. Any other organizations working with which would constitute conflict of interest.

(Authorised Signatory)
Name & Position of Signatory
Name & Address of Firm

**Annexure-VIII
FORMAT-P 1
Price Bid Submission Form**

No.....

Date:.....

To,

The Secretary,
Jharkhand State Electricity Regulatory Commission,
2nd Floor, Rajendra Jawan Bhawan-Cum-Sainik Bazar,
Main Road, Ranchi-1

Sir,

We, the undersigned, offer to provide the consultancy services for in accordance with your Bid Documents dated [Dated] and our Technical and Commercial Bid. This quoted price is inclusive of our professional fee, profits and all taxes & levies. However, service tax will be charged over and above this amount.

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

PRICE BID

Sl.No	Item (As per scope of work) of work.	Total Price	
		In Rupees in digits (Inclusive of all taxes, duties, expenses and etc.)	Rupees in words
1.	Consultancy in Tariff determination against ARR and Tariff petition by distribution licensee.		
2.	Consultancy in Tariff determination against ARR and Tariff petition by Transmission licensee.		
3.	Consultancy in Tariff determination for generation and supply of electricity against ARR and Tariff petition by generating company.		
4	Consultancy in Tariff Determination for generation and supply of electricity by Non-conventional energy sources.		
5.	Consultancy in Formulation of Regulations.		

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

(Authorised Signatory)
Name & Position of Signatory
Name & Address of Firm

**Annexure-X
FORMAT-P 3**

BREAK-UP OF OTHER COSTS

<u>Expense Type</u>	<u>Total</u>
Establishment Expenses*	
Travel Expenses *	
Communication Expenses*	
Other Overheads *	
Total (2)	

* Please provide full details.

(Note: This format should be submitted separately for each item of work)

(Authorised Signatory)
Name & Position of Signatory
Name & Address of Firm

**Annexure-XI
FORMAT-P 4**

SUMMARY OF COSTS

Sl.No.	Costs	Amount(s) Rs.
1.	Total of Format P 2	
2.	Total of Format P 3	
3.	Profit Margins	
4.	Total Fee (excluding taxes)	
5.	Application Taxes (provide details)	
6.	Total Amount of the Proposal	

(Note: This format should be submitted separately for each item of work)

(Authorised Signatory)
Name & Position of Signatory
Name & Address of Firm