

# West Bengal Electricity Regulatory Commission (WBERC)

## Request for Proposal / Terms of Reference / Notice Inviting Tender for empanelment of Technical Consultants

Tender Reference: NIT No-WBERC/2021-22/NIT-1(e)

| Sr. No. | Particulars                           | Details   |
|---------|---------------------------------------|---|
| 1       | Cost of Tender Document / Tender Fees | Nil   |
| 2       | Mode of Bid Submission                | Online through e-Tendering system and portal at “ <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> ”   |
| 3       | Tendering Authority                   | West Bengal Electricity Regulatory Commission<br>Plot No: AH/5 (2nd & 4th Floor) Premises No: MAR 16-1111, Action Area – 1A, Newtown, Rajarhat, Kolkata – 700163                            |
| 4       | Last Date of Submission of Queries    | 10 <sup>th</sup> Day up to 1600 Hours (considering NIT publishing day as 0 <sup>th</sup> day)<br>Pre-Bid Queries can be submitted at <a href="mailto:cp-wberc@gov.in">‘cp-wberc@gov.in’</a> |
| 5       | Date and Time of Pre- Bid Meeting     | 14 <sup>th</sup> Day at 1230 Hours (considering NIT publishing day as 0 <sup>th</sup> day)<br>(will be conducted through video conference) *  |
| 6       | Last Date of Submission of Bids       | 21 <sup>st</sup> day up to 1600 Hours   |
| 7       | Date and Time of Opening of Bids      | 23 <sup>rd</sup> day at 1600 Hours  |
| 8       | Earnest Money Deposit (EMD)           | Rs. 50,000/- (Rs. Fifty Thousand only)<br>To be submitted online through NEFT/RTGS  |

**NOTE:**\*WBERC will host a Pre-Bid Meeting as mentioned above in respect of above Tender through **video conferencing** on ‘Microsoft Teams’ instead of physical meeting. The authorised representative of the bidders may attend the pre-bid meeting through a link which will be provided by WBERC IT Cell. The authorised representative who wish to attend the pre-bid meeting should send a request along with authorisation letter mentioning his email Id, on WBERC email ID [‘cp-wberc@gov.in](mailto:cp-wberc@gov.in) on or before **10<sup>th</sup> day** at 16.00 Hrs (considering NIT publishing day as 0<sup>th</sup> day) .  
If prospective bidders face any difficulty in joining video conference, they can contact WBERC IT Cell on following numbers:  
Mr. Arnab Dey – 9163611368

## **Invitation for Bids (IFB) and Notice Inviting Tenders (NIT)**

- West Bengal Electricity Regulatory Commission invites electronic Bid Proposals from reputed, competent and professional firms that meet the minimum eligible criteria as specified in this Request for Proposal (RFP) for empanelment of technical consultants.
- The complete RFP document has been published on the Government of West Bengal's e-Tendering website <https://wbtenders.gov.in>.
- Bidders who wish to participate in the bidding process must register on the website <https://wbtenders.gov.in>, unless already registered.
- To participate in the online Tendering process, the bidders must procure Digital Signature Certificates (DSC: class II or class III) in accordance with the IT Act 2000. Bidders who already have a valid DSC need not procure a new DSC.
- The bidding process would follow two step bidding mechanism for separate technical and commercial proposals.
- The bidder shall submit the offer in electronic formats both for technical and commercial proposals. EMD should be submitted online through NEFT/RTGS, as prescribed in NIT, alongwith the technical Bid.
- WBERC will not be responsible for any delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well within time so as to avoid any unforeseen problems.
- No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal Contract is signed and executed between the Tendering Authority and the successful bidder.
- WBERC disclaims any factual/or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein is intended only to help the bidders to prepare a logical bid proposal.

## **Detailed Expression of Interest Document**

### **Expression of Interest (EOI) / NIT/ RFP for**

### **Empanelment of Firms/Institutions for various Technical Tasks**

#### **1. INTRODUCTION**

The Govt. of West Bengal constituted West Bengal Electricity Regulatory Commission (WBERC) under sub-section (1) of section 17 of the Electricity Regulatory Commissions Act, 1998 (14 of 1998), vide Notification No. 06-Power/III dated 6.1.1999. The Electricity Act 2003 has come into force w.e.f. 10.06.2003. Thus, WBERC established under section 17(1) of the Electricity Regulatory Commissions Act, 1998 has become the State Commission for the purposes of The Electricity Act, 2003. In terms of the first proviso to sub-section (1) of section 86 of the said Act the State Commission shall discharge the following functions, namely: -

- a. determine the tariff for generation, wholesale, bulk or retail as the case may be, within the state provided that where open access has been permitted to a category of consumers under section 42, the State Commission shall determine only the wheeling charges and surcharge thereon, if any, for the said category of consumers;
- b. regulate electricity purchase and procurement process of distribution licensees including the price at which electricity shall be procured from the generating companies or licensees or from other sources through agreements for purchase of power for distribution and supply within the State
- c. facilitate intra-state transmission and wheeling of electricity
- d. issue licenses to persons seeking to act as transmission licensees, distribution licensees and electricity traders with respect to their operations within the State.
- e. Promote cogeneration and generation of electricity from renewable sources of energy by providing suitable measures for connectivity with the grid and sale of electricity to any person, and also specify, for purchase of electricity from such sources, a percentage of the total consumption of electricity in the area of a distribution licensee
- f. Adjudicate upon the disputes between the licensees and generating companies and to refer any dispute for arbitration
- g. levy fees for the purposes of this Act

- h. specify Grid Code consistent with the Grid Code specified under clause (h) of the sub-section (1) of section 79;
- i. specify or enforce the standards with respect to quality, continuity and reliability of service by licensees.
- j. fix the trading margin in the intra-state trading of electricity, if considered, necessary
- k. discharge such other functions as may be assigned to it under this Act.

WBERC is also empowered to make regulations as per Sec 181 of the Act to carry out the provisions of the Act.

**WBERC** intends to empanel technically qualified and professionally managed Consultancy Firms/Institutions to assist the Commission in respect of any or all of the Technical tasks listed under clause 2 of this document.

## **2. List of Tasks proposed to be assigned:**

List of the tasks proposed to be assigned to the Consultancy Firms/Institutions is as under:

### **PART-I: Tariff Determination**

1. Multi-Year Tariff (MYT) determination of Generating Companies.
2. Multi-Year Tariff (MYT) determination of Transmission Licensees.
3. Approval of Fees and Charges of the West Bengal State Load Despatch Centre.
4. Intra State Transmission Charges Determination.
5. Multi-Year Tariff (MYT) determination of Distribution Licensees.
6. Annual Performance Review (APR), Fuel and Power Purchase Cost Adjustment (FPPCA), Truing up and Tariff determination process for every year in respect of all Utilities following principles laid down in the MYT Regulations, if required.
7. Determination of Capital Cost and Tariff for the New Thermal Generating Stations and New Transmission Licensee.
8. Determination of Project Specific Tariff for Renewable Energy Power Plants (Municipal Solid Waste, etc).
9. Vetting of Monthly Variable Cost Adjustment (MVCA) by Distribution Licensees and Monthly Fuel Cost Adjustment (MFCA) by the Generating Companies.
10. Petitions with respect to adoption of Tariff under Section 63 for Generating Company or Transmission Licensee.

### **PART-II: Energy Efficiency, Electrical Vehicle, Energy Storage and Demand Side Management**

1. Evaluation of Energy Storage, Electric Vehicle charging infrastructure, Demand Side Management/Energy Efficiency measures in respect of use of electricity.
2. Taking of Regulatory measures to facilitate / promote the implementation of the Guidelines/Programmes of the Bureau of Energy Efficiency in the State of West Bengal.
3. Taking of Regulatory measures to facilitate / promote Energy Storage, Electric Vehicle charging infrastructure, etc.

**PART-III: Cogeneration and Generation of electricity from renewable sources**

1. Review of West Bengal Electricity Regulatory Commission (Cogeneration and Generation of Electricity from Renewable Sources of Energy ) Regulations (RE Regulations) and determination of feed in tariff for Wind Energy, Solar, Small Hydro, Municipal Solid Waste, Biomass based generation and Bagasse based Cogeneration units, etc.
2. Compliance of Renewable Purchase Obligations (RPO). .
3. Adoption of tariff discovered through competitive bidding process for RE Projects.
4. Adjudication of disputes between Licensee and RE Generators

**PART-IV: Other functions under Electricity Act, 2003, and standards for quality service by licencees**

1. Compliance Monitoring of directives issued by the Commission in various Orders, Tariff Orders inclusive of all interactions and feedback discussions regarding the same.
2. Review of new issues and revisions of Scheduling and Despatch/Metering Codes and Grid Energy Accounting Procedures brought out by STU /SLDC and State level bodies.
3. Review of performance of Generation, Transmission and Distribution Licensees against standard criteria and setting of performance indices / norms.
4. Assisting in legal matters/Court Cases (APTEL/High Court/Supreme Court)

**PART-V: Review & Amendment of Regulations**

1. Evaluation of Capital Expenditure (Capex) schemes submitted by Generating Companies, Transmission and Distribution Licensees.
2. Review and amendment of various existing Regulations and Guidelines notified by the Commission, if required.
3. Framing of New Regulations and Guidelines.

**PART-VI: Issue of Licences for transmission, distribution and trading of electricity**

1. Processing of application for new Transmission, Distribution and Trading Licence.

2. Framing and resolving of legal issues related to deemed Distribution Licence status and conditions of licence applicable to Licensees defined under Section 14 of EA 2003.

**PART-VII: Adjudication of disputes between Generating Utilities and Distribution Licensees and disputes related to Power Purchase Agreements (PPAs)**

1. Adjudication of disputes in respect of Petitions filed by Generating and Distribution Companies regarding PPA's.

**PART-VIII: Capacity Building in Electricity Regulations**

1. Assessment of training needs of employees (Technical / Legal / Finance) of WBERC.
2. Training and capacity building for permanent employees of the WBERC.

**PART-IX: Any Other Specific Work not listed from I to VIII**

1. The Commission at its discretion may allot any other Regulatory, Technical or Financial assignment which is not listed above.

**3. Eligibility & Qualification requirement**

The Consultancy firms / Institutions intending to bid for empanelment shall fulfill the following eligibility conditions and shall provide satisfactory evidence towards the following:

- a) Shall be Consultancy Firms or Institutions (including educational institution such as IIT, IIM, NABL, etc which has key personnel on its payroll, having proven records of accomplishment in the tasks enumerated in clause 2 of this document.
- b) The Consultancy Firm / Institutions shall be well acquainted with the Regulatory environment in the power sector and functioning of Licensees / generating companies, Central or State Regulatory Commission Authorities and have experience in dealing with such similar matters.
- c) The consultancy firm / institutions should have minimum average annual turnover of Rs. 7.5 crore for last three years.
- d) The consultants / resource persons proposed for appointment by the Consultancy Firm or Institution should be Graduates or Post Graduates in the relevant disciplines, and must possess expertise in particular field viz: Electricity Regulations, Power systems, Finance, Economics, Law, etc, commensurate with the nature of tasks to be handled by the Commission.
- e) The Consultancy Firm / Institutions should have adequate technical, financial and legal capability to undertake such tasks as per the terms of reference provided to them

considering various steps to be undertaken from the inception to the completion of the task within the time frame prescribed by the Commission.

- f) The Consultancy Firm / Institutions shall have an appropriate team of individuals, with requisite skills to carry out the tasks within the time frame prescribed by the Commission. If any Consultancy Firm / Institution fails to have the requisite number of resources during the validity of the contract, a penalty may be imposed on the Consultancy Firms / Institution at the rate of 10% of the contract value.
- g) As per Public Procurement Policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered as provided in said Gazette Notification to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012. MSEs participating in the tender must submit valid & authorised copy of certificate of registration. In case of bidders submitting DIC registration certificate shall attach original notarised copy of the DIC certificate. The MSE's Bidder to note and ensure that nature of services mentioned in MSE's certificate must match with the nature of the services to be supplied as per Tender.
- h) The bidders shall furnish copies of certificate of registration/ agreement/articles of association, as the case may be, as consultancy service firm and PAN and GST registration as well as income tax returns for preceding three years.
- i) The initial contract would be for a period of 3 years which is extendable for a further period of 2 years.

#### **4. Submission of EOI Bid and Bidding Procedure**

The Bid should be submitted through Government of West Bengal e-portal “<https://wbtenders.gov.in>”.

The Bid shall comprise of two parts, i.e. (i) Technical Offer, and, (ii) Financial Offer, as follows:

- (I) The Technical Offer should be as per the format given at **Annexures – I, I - A, I - B, I - C, I - D and I - E.**
- (II) The Financial Offer should be as per the format given at **Annexure-II**

## **Basis of Bid Evaluation**

### **(A) Technical Evaluation**

The bidder in addition to furnishing complete information in the Forms appended with the documents shall furnish a document on the proposed approach, methodology & work plan for handling the tasks to be assigned.

The technical bid will carry maximum marks of 100, with Qualifying Minimum total score of 60 %. The Evaluation Committee nominated by the Commission shall evaluate the bids on the basis eligibility and qualification requirement as provided in Clause 3 of this document. The response of the bidders will be evaluated as per following criteria:

| Sr.No. | Particulars   | Weightage |
|--------|---|-----------|
| 1      | Experience of the bidder in Technical related assignments       | 30 %      |
| 2      | Qualification and competency of the personnel presently on roll | 70 %      |

Technical evaluation of individual resources will be as follows:

- A. Each resource person will be given technical score based on qualification (50%) and experience (50%).
- B. Minimum experience required for a resource person is 2 years.
- C. Minimum qualifying marks is 60%.
- D. There is no limit on the number of resources to be offered in the bid.
- E. All the resources offered will be technically evaluated and grouped based on technical scores.
- F. Each technically qualified resource person will carry 10 marks which will be counted against technical score for the bidding firm (max 70 mark- the bidders may offer highernumber of resources for empanelment).

The Evaluation Committee will identify suitable bidders based on evaluation of the technical bid and if considered necessary, may also call for technical discussion / presentations from the identified bidders. On the basis of the technical bids submitted and on the basis of discussions and presentations, if any, the bidders would be shortlisted. The financial bid of shortlisted / Technically Qualified bidders only will be opened for further evaluation.



## **(B) Financial Evaluation**

- A. Based on the technical scores, the resources will be grouped into four groups (Group 1 - 91 % marks and above), (Group 2 - 81% to 90% marks), (Group 3 - 71% to 80% marks) and (Group 4 - 60% to 70%).
- B. In each group the resource person with lowest financial quote will be given 100 marks as financial score and all other resource persons in said group will get prorata financial scores vis-a-vis the resource person with lowest financial quote. Thus each resource person will have his technical score and financial score which will be added to arrive at composite score of the individual resource person.
- C. Based on the lowest/highest composite score or average composite score, negotiations may be held with other firms for reducing their financial quotes for their resource persons.

WBERC reserves the right to reject any/all the bids in part/or in full without assigning anyreason.

The validity of the Empanelment of Consultancy Firms / Institutions, shall be for a period of three years, which can be extended by a further period of two years.

### **5. Earnest Money Deposit:**

All the responses must be accompanied by a valid, refundable interest free EMD deposit of INR 50,000/- (Fifty thousand only) in the form of NEFT/RTGS. Offer without Earnest Money in desired form will not be considered valid submission of offer and, therefore, will be rejected.

EMD shall be deposited on or before the time and date as already mentioned as '**Last Date of Submission of Bids**'. Scanned copy of such instrument shall be uploaded in the website <https://wbtenders.gov.in>. at the time of submission of Bid. The Bidder shall NEFT/RTGS the amount to the bank account of WBERC (Account Number: CA-34098092521, IFSC Code: SBIN0004204, Name of the Bank: SBI, Branch: Personal Banking Branch, Salt Lake, Kolkata, Beneficiary Name: West Bengal Electricity Regulatory Commission) followed by email to [cp-wberc@gov.in](mailto:cp-wberc@gov.in), mentioning all details including UTR Number.

**6. Deviations:** The Bidder must ensure that Technical and the Financial Offers submitted by it satisfy all the Terms and Conditions specified in the Tender specifications. In case of any deviations from the requirements of this Tender, the Bidder shall specifically bring out the same in a separate Sheet enclosed to the Technical Bid, entitled “Schedule of Deviations”, and make a reference to the same in the covering note of the Bid. In absence of any such schedule, it shall be deemed that the Bid has no deviation and the Bidder shall be meeting all the requirements as per the Tender specifications. The Commission reserves the right to reject any Bid, based on any deviation taken by the Bidder, or otherwise, without assigning any reason.

**6.1** Any revision/correction in the Bid after opening of the Bids will not be allowed. Any such revision will render the Bid non-responsive and also result in forfeiture of Earnest Money Deposit.

**6.2** The Bidder shall make in his Bids such disclosures in the form of affidavit as may be required to ascertain that it has no conflicting interest in undertaking the proposed assignment.

## **7. General Conditions of Contract:**

**7.1 Security Deposit:** The successful Bidder shall furnish a Bank Guarantee (as per the Format attached as **Annexure-IV**) from a Nationalised Bank / Scheduled Bank, on a Stamp Paper of Rs.100/-, as Contract Security Deposit, for a value equal to Rs.5,00,000/- (Rupees Five Lakh only), valid for the entire period of the contract plus a period of three (3) months, 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 ‘West Bengal Electricity Regulatory Commission’, payable at Kolkata, the amount of which will be returned by the Commission after satisfactory completion of work / expiry of empanelment agreement.

### **7.2 Terms of Payment:**

Payment for the consultants would be made every month subject to the submission bills alongwith work sheet of work carried out by the consultants during the month.

### **7.3 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 Commission

will issue TDS Certificate/s. GST as applicable shall be payable extra, at the prevalent rates.

**7.4 No extra charge:** The charges quoted by the Bidder in his Bid and accepted by the Commission in the Contract, 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 Commission on any such account.

7.5 Any communication relating to query/wanting information/discussion are to be taken up with WBERC only and never directly with the licensees and generating companies. This should be strictly followed.

#### **7.6 Confidentiality of data and documents**

The Intellectual Property Rights (IPR) of the data collected as well as the deliverables produced for the Commission shall remain with the Commission. No one shall utilise 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 orduring the course of the assignment for the Commission, without the express written consent of the Commission. The Consultant shall be bound to hand-over the entire setof records of assignment to the Commission before the expiry of the contract and beforethe final payment is released by the Commission.

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

### **8. Bid Opening**

8.1 The Technical Offers of the Bids will be scrutinised and the bidders who have qualified for further evaluation will be intimated online through e-portal.

8.2 Pre-Bid Discussion: For the benefit of the bidding firms, a pre-bid session willbe held as mentioned in NIT.

### **9. Award of appointment on Contract:**

#### **9.1 Contract Finalisation:**

9.1.1 On completion of the evaluation of the technical and financial offers of the Bids received and finalisation of the Successful Bidder/s, the Commission will issue 'Letters of Intent' (LOIs) to the successful bidder/s.

9.1.2 Within seven days of receipt of the LOI, the successful bidder(s) shall enter into a Contract with the Commission in the prescribed format (**Annexure-III**) and by submitting the Contract Security Deposit in form of Bank Guarantee in the prescribed format (**Annexure-IV**).

9.1.3 If the successful Bidder fails to enter into the said Contract, within 21 days of issue of LoI, the Earnest Money submitted by the Bidder will be forfeited, and the Commission may exercise its right to invite the next-in-line 'successful Bidder' to award him the Contract. The Commission may also exclude the former Bidder from all future assignments/ Tender processes.

9.1.4 The Commission reserves the rights, as follows:

- I) To award the Contract against this Tender, to a single bidder for all the work or to a number of Bidders.
- II) To decide to cancel this Tender, and not to proceed in the matter, at any stage of the bidding or analysis of the Bids and also accept or reject any or all bids, without giving any explanation, whatsoever. In case of cancellation, the Commission shall have discretion to decide whether to return or not the unopened portions of the Bidders' documents and also how to deal with the documents retained by the Commission.
- III) To disqualify 1) any Bidder found canvassing in the office of the Commission during the bidding process 2) any Bidder who has worked with the Commission in the past but has failed to deliver appropriate output for similar type of tasks.

## **9.2 Operation of the Contract:**

9.2.1 As and when needed, the consultants would be employed on specific tasks. The required mandays and time lines would be finalized at the time of assignment of specific task. The Commission can do so by inviting limited quotes from empanelled consultancy firms **and may allot the task on the basis of lowest financial offer or on the basis of Quality and Cost Based Selection (QCBS) method** or in compelling circumstances assign specific task to specific consultancy firms by recording reasons for the same.

- 9.2.2 The consultants named in the proposal shall be actually available for carrying out the work.
- 9.2.3 The bidder will be allowed for substitution of resource person due to incapacitation of key professional staff for reasons of health, leave or resignation from services. The bidder can also be requested for addition or augmentation of resources. The substitution and addition of resources will be evaluated based on evaluation criteria followed at the time of original bidding. Rate for the substitution and additional resources will be fixed on the basis of their qualification, experience and technical score and rates will be decided on pro- rata basis in sync with original resources approved for the bidder. Prior approval is necessary for any substitution and addition of resource persons.
- 9.2.4 The Commission will not be responsible for any accidents occurring at the time of execution of the works under this assignment.

**9.3 Termination of Agreement :** The Commission may terminate the contract in the following circumstances: that

- 9.3.1 the Consultant is unable to address the assigned works.
- 9.3.2 the quality of the assigned works is not to the satisfaction of the Commission.
- 9.3.3 the Consultant fails in timely achievement of the milestones as set by the Commission.
- 9.3.4 The Consultant commits any material or persistent breach of its obligations under the contract and which, in case of a breach capable of remedy, has not been remedied within 30 days of intimation, or Team members of the Consultant are found lacking in honesty and integrity;
- 9.3.5 The Consultant becomes insolvent.
- 9.3.6 The Commission reserves the right to terminate the contract, by giving fifteen days' notice to the Consultant. In such event, the Contract Security Deposit will stand forfeited.
- 9.3.7 Termination shall be effected by written notice served on the Consultant and shall take effect on completion of 30<sup>th</sup> day of delivery of such notice. The termination will be without prejudice to either party's rights accrued before termination.
- 9.3.8 The consultant may terminate the agreement by giving at least 30 days notice. The termination may be accepted on completion of ongoing assignments or as decided on the basis of nature of work to be completed.

#### **9.4 Liquidated damages :**

9.4.1 For delay : If the Consultant fails to complete the allotted work within the prescribed time period, the Commission may levy liquidated damages at the rate of 10 % of the cost of assignment or higher, as it may deem fit. The liquidated damages is restricted to 25 % of the cost of assignment.

9.4.2 For errors / mistakes : If the Consultant commits any errors / mistakes except typographical error in the allotted work, the Commission may levy liquidated damages at the rate of 10 % of the cost of assignment or higher, as it may deem fit. The liquidated damages is restricted to 25 % of the cost of assignment.

9.5 **Governing law:** The contract shall be governed by and construed in accordance with the laws of the Republic of India.

#### **10 ARBITRATION:-**

All disputes, differences, claims and demands arising under the contract shall be referred to the arbitration of a sole arbitrator, under the Arbitration and Conciliation Act, 1996, to be appointed by Commission only. All arbitrations shall be held only in Kolkata. Before going to arbitrator, time of at least 45 days should be considered for resolving the conflict amicably. And that the Arbitrator will be appointed with consent of both parties.

#### **11 LEGAL JURISDICTION:-**

All legal disputes are subject to the jurisdiction of Kolkata Courts only.

**Secretary, WBERC**

**Annexure – I**

(FORMAT)

**Technical Offer**

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

FROM:

\_\_\_\_\_

TO:

The Secretary,  
WBERC, Kolkata

**Subject:** “Offer for consulting services for assistance to the Commission to facilitate technical related works as per Para 2 of Bidding Document”

Sir,

I/We, \_\_\_\_\_, enclose herewith our Technical Offer for appointment of the firm for “Offer for consulting services for assistance to the Commission to facilitate technical related works Para 2 of Bidding Document”

\*We have not taken any deviation from the scope of work or working conditions and confirm compliance to all the conditions specified in the Tender documents/ \*We have taken a few deviations from the Tender specifications and details of same are brought out in Annexure-\_\_.

# This bid is submitted for all the tasks mentioned in para 2 of the bidding document /

# This bid is submitted for following specific tasks mentioned in para 2 of the bidding document as follows: \_\_\_\_\_ (Please mention specific tasks contained in para 2 of bidding document).

(Note: # = to be appropriately modified by the bidder.)

(Note: \* and # to be appropriately modified by the bidder.)

The Earnest money deposit of Rs.50,000 (Rupees Fifty thousand only) is submitted online.

Yours faithfully,

Signature \_\_\_\_\_

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

Designation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Encl.: (list of all enclosures)

X - - X - - X

## **Annexure – I-A**

(FORMAT)

### **Relevant Experience & Track Record of the Consultancy Firm / Institution**

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

A brief description of the organisation and the assignments of similar nature carried out in the last 3 years.

FROM:

TO: The Secretary  
WBERC, Kolkata

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 (attach document)
6. Affiliation with national and international professional/financial bodies.
7. Annual Turnover (last three years) (attach certified document in support)
8. Any other relevant information

B. Assignments carried out in the last 3 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**

(NO PRESCRIBED FORMAT)

(Not more than 5 pages)

Concept Note on the Understanding of the Tasks Envisaged  
(Exhaustive – not pertaining to each task given in the scope of work)

## **Annexure – I-C**

### **Qualifications, Experience and Competence of the Consultants/ Resource Persons 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 specialised 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 ten 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-D**

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

**List of the Consultants included in the team of a Bidder**

1. Project Personnel

| Sr.No. | Name | Position held in the Bidding Firm | Qualification from Graduation onwards | Total years of experience since completion of graduation | Number of years in bidding firm |
|--------|------|-----------------------------------|---------------------------------------|--|---------------------------------|
| 1      |      |                                   |                                       |  |                                 |
| 2      |      |                                   |                                       |  |                                 |
| 3      |      |                                   |                                       |  |                                 |
| 4      |      |                                   |                                       |  |                                 |
| 5      |      |                                   |                                       |  |                                 |

## **Annexure I-E**

(No prescribed format)

Methodology for Transferring Knowledge to the Staff of the Commission.  
(Not more than three pages)

## Annexure - II

### (FORMAT) FINANCIAL OFFER

Date:

FROM:

TO:  
The Secretary,  
WBERC, Kolkata

Subject:

Sir,

This has reference to our Technical Offer under our reference no. \_\_\_\_\_ dated \_\_\_\_\_, for providing assistance to the Commission to facilitate various tasks enumerated under Clause 2 of the Expression of Interest works as per of Bidding Document”

I/We \_\_\_\_\_ (Firm), hereby furnish our Financial Offer, as follows;

| Sr. No | Name of the resource person as per Annexure I – D | Monthly Fee (considering 22 mandays a month) |
|--------|---|--|
| 1      |   |  |
| 2      |   |  |
| 3      |   |  |
| 4      |   |  |
| 5      |   |  |

We confirm that the above quoted prices are inclusive of all costs (excluding GST) for carrying out the work as specified in the bidding documents.

Yours faithfully,

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

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

## **Annexure – III**

### **Format of Agreement**

AGREEMENT OF CONSULTANCY CONTRACT HAS BEEN MADE BETWEEN **WEST BENGAL ELECTRICITY REGULATORY COMMISSION**, (HEREIN AFTER REFERED TO AS THE COMMISSION) WEST BENGAL STATE, PLOT NO: AH/5 (2ND & 4TH FLOOR) PREMISES NO: MAR 16-1111, ACTION AREA – 1A, NEWTOWN, RAJARHAT, KOLKATA – 700163 AND **M/S. ....** (HEREIN AFTER REFFERED TO AS THE CONSULTANT) ON \_\_\_\_\_ (date) FOR EMPANELMENT OF CONSULTANTS FOR ASSISTING IN VARIOUS TECHNICAL TASKS FOR PERIOD OF 3 YEARS FROM ..... TO .....

#### **1. INTRODUCTION**

**West Bengal Electricity Regulatory Commission (WBERC)** was established under the Electricity Regulatory Commissions Act, 1998, a Central Act vide Notification No 06-Power/III dated 06.01.1999 which was superseded by Electricity Act, 2003 (EA 2003). The Commission under Section 86 of the EA 2003 undertakes various functions, such as, determination of tariff for generation, transmission and wheeling of electricity; bulk or retail supply of electricity, as the case may be, within the State of West Bengal; regulate electricity purchase and procurement process of Distribution Licensees; issue Licences for Transmission, Distribution, and Trading of electricity and promote generation /co-generation of electricity from renewable sources of energy.

#### **2. APPOINTMENT:**

As per the Terms of reference of bid documents the consultant appointed would be required to work for WBERC as and when the need would arise. The consultants appointed however have option to work partly or fully from their own locations. The payment would be on the basis of actual working days in a month, subject to a maximum of the approved monthly fee of the consultant/ resource persons. One working day would constitute work of eight hours. The rate of one working day would be calculated on the assumption that the approved monthly fee is for 22 working days.

#### **3 PROJECT DIRECTOR:**

Consultant Shri.....would work as “Project Director” as per the ToR of Bid documents.

## **4 SCOPE OF WORK**

List of the tasks proposed to be assigned to the Consultancy Firms / Institutions is as under:

### **PART-I: Tariff Determination**

1. Multi-Year Tariff (MYT) determination of Generating Companies.
2. Multi-Year Tariff (MYT) determination of Transmission Licensees.
3. Approval of Fees and Charges of the West Bengal State Load Despatch Centre.
4. Intra State Transmission Charges Determination.
5. Multi-Year Tariff (MYT) determination of Distribution Licensees.
6. Annual Performance Review (APR), Fuel and Power Purchase Cost Adjustment (FPPCA), Truing up and Tariff determination process for every year in respect of all Utilities following principles laid down in the MYT Regulations, if required.
7. Determination of Capital Cost and Tariff for the New Thermal Generating Stations and New Transmission Licensee.
8. Determination of Project Specific Tariff for Renewable Energy Power Plants (Municipal Solid Waste, etc).
9. Vetting of Monthly Variable Cost Adjustment (MVCA) by Distribution Licensees and Monthly Fuel Cost Adjustment (MFCA) by the Generating Companies.
10. Petitions with respect to adoption of Tariff under Section 63 for Generating Company or Transmission Licensee.

### **PART-II: Energy Efficiency, Electrical Vehicle, Energy Storage and Demand Side Management**

1. Evaluation of Energy Storage, Electric Vehicle charging infrastructure, Demand Side Management / Energy Efficiency measures in respect of use of electricity.
2. Taking of Regulatory measures to facilitate / promote the implementation of the Guidelines/Programmes of the Bureau of Energy Efficiency in the State of West Bengal.
3. Taking of Regulatory measures to facilitate / promote Energy Storage, Electric Vehicle charging infrastructure, etc.

### **PART-III: Cogeneration and Generation of electricity from renewable sources**

1. Review of West Bengal Electricity Regulatory Commission (Cogeneration and Generation of Electricity from Renewable Sources of Energy ) Regulations (RE Regulations) and determination of feed in tariff for Wind Energy, Solar, Small Hydro, Municipal Solid Waste, Biomass based generation and Baggasse based Cogeneration units, etc.

2. Compliance of Renewable Purchase Obligations (RPO). .
3. Adoption of tariff discovered through competitive bidding process for RE projects.
4. Adjudication of disputes between Licensee and RE Generators

**PART-IV: Other functions under Electricity Act, 2003, and standards for quality service by licencees**

1. Compliance Monitoring of directives issued by the Commission in various Orders, Tariff Orders inclusive of all interactions and feedback discussions regarding the same.
2. Review of new issues and revisions of Scheduling and Despatch/Metering Codes and Grid Energy Accounting Procedures brought out by STU/SLDC and State level bodies.
3. Review of performance of Generation, Transmission and Distribution Licensees against standard criteria and setting of performance indices / norms.
4. Assisting in legal matters/Court Cases (APTEL/High Court/Supreme Court)

**PART-V: Review & Amendment of Regulations**

1. Evaluation of Capital Expenditure (Capex) schemes submitted by Generating Companies, Transmission and Distribution Licensees.
2. Review and amendment of various existing Regulations and Guidelines notified by the Commission, if required.
3. Framing of New Regulations and Guidelines

**PART-VI: Issue of Licences for transmission, distribution and trading of electricity**

1. Processing of application for new Transmission, Distribution and Trading Licence.
2. Framing and resolving of legal issues related to deemed Distribution Licence status and conditions of licence applicable to Licensees defined under Section 14 of EA 2003.

**PART-VII: Adjudication of disputes between Generating Utilities and Distribution Licensees and disputes related to Power Purchase Agreements (PPAs)**

1. Adjudication of disputes in respect of Petitions filed by Generating and Distribution Companies regarding PPA's.

**PART-VIII: Capacity Building in Electricity Regulations**

1. Assessment of training needs of employees (Technical / Legal / Finance) of WBERC.
2. Training and capacity building for permanent employees of the WBERC.

**PART-IX: Any Other Specific Work not listed from I to VIII**



1.The Commission at its discretion may allot any other Regulatory, Technical or Financial assignment which is not listed above.

## **5 DELIVERABLES :**

- i. Evaluation and analysis of proposal, identification of further data or clarifications required, their scrutiny and, if necessary, preparation of a proposed dispensation for putting to the public (with English summary) along with Petition and other relevant documents.
- ii. Record of Proceedings / Minutes of Technical Validation sessions or hearing/Suggestions and Objections.
- iii. Issue-wise categorization and comments on inputs received in the public consultation process, the Petition etc.
- iv. Presentations on the Tariff Model design being adopted and determination of tariff for various categories of consumers.
- v. List and classification of comments/objections received from discussions/ hearings and during the public process, including opinion on each issue so as to finalize the view of the Commission on each such issue.
- vi. Draft Order
- vii. Final modified draft Order.
- viii. Record of Proceedings and draft Orders in respect of Review Petition, if any.
- ix. The draft commendation / tariff determination report (Detailed Order) including Executive Summary, financial models (Speaking Order for early release) shall be submitted in hard copies, as well as soft copy in electronic format.
- x. Draft press note (in English) giving salient features of the Tariff Order and Tariff Impact/Comparison
- xi. Draft Order in Review (if any), and clarifications if required
- xii. Vetting of Tariff Booklets.
- xiii. The progress of assignment will be monitored on continuous basis and acceptance of deliverables will be communicated at various stages, within 30 days of receipt of deliverables. Further, in case of some changes or suggestions in interim deliverables, the final deliverables provided after incorporating the changes and suggestions, will be accepted within 30 days of receipt of final deliverables.

## **6 ASSIGNMENT DURATION:**

This Contract is valid for a period of 3 years from the date of the execution of this Contract.

The validity of this Contract shall be extendable for a further period of 2 years on mutually agreed fee and terms & conditions.

**7 ACCOMMODATION:**

No residential accommodation will be provided by the Commission. The Commission shall however provide office space and other facilities for working of Consultants in WBERC Office.

**8 PAN / GST REGISTRATION:**

The consultancy firm M/s ..... should furnish copy of certificate of registration as consultancy service firm and PAN and GST registration.

**9 SECURITY DEPOSIT:**

M/s.....shall furnish a Bank Guarantee (as per Annexure-IV) from a Nationalised / Scheduled Bank, on a Stamp Paper of Rs.100/-, as Contract Security Deposit, for a value equal to Rs.5,00,000/- (Rupees Five Lakh only), valid for the entire period of the contract plus a period of three (3) months, to enable lodging of any claims, arising due to failure on Consultant's part. The Contract Security Deposit shall be payable within 7 days of signing of the Contract.

**10 APPOINTMENT OF CONSULTANT AND PROFESSIONAL FEE:**

The Commission appoints the following resource persons / Consultants under this agreement and professional fees payable is tabulated below:

| <b>Sl. No.</b> | <b>Name of the resource person</b> | <b>Monthly Fee (in Rupees)</b> |
|----------------|------------------------------------|--------------------------------|
| 1              |                                    |                                |
| 2              |                                    |                                |
| 3              |                                    |                                |
| 4              |                                    |                                |
| 5              |                                    |                                |

The above fee is inclusive of all costs (excluding GST) for carrying out the work as specified in the scope of work. The GST as applicable shall be paid extra by the Commission alongwith monthly fee.

The Consultant M/s \_\_\_\_\_ (name of firm) shall be responsible for payment of Government Dues as per the applicable Act/Rules i.e. Provident Fund, Profession Tax, ESIS, Compensation, etc in respect of deployed consultants/ resource person in Commission's office.

**11 TERMS OF PAYMENT:**

The payment would be made to the consultancy firm/institution. Payment for the consultants would be made every month subject to the submission of works sheet of work carried out by the consultants during the month.

**12 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 Commission will issue TDS Certificate/s. GST as applicable shall be payable extra, at the prevalent rates.

**13 NO EXTRA CHARGES:**

The fee of the Consultant M/s..... (name of firm) as mentioned in above para, 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 Commission on any such account.

Any communication relating to query/wanting information/discussion are to be taken up with WBERC only and never directly with the licensees and generating companies. This should be strictly followed.

**14 CONFIDENTIALITY OF DATA AND DOCUMENTS:**

WBERC would fully own all final deliverables and output produced for the assignment. The Consultant M/s..... (name of firm) would however continue to own any of its pre-existing proprietary knowledge and intellectual property content relied by M/s.....(name of firm) and brought in by it for this assignment and or incorporated in the deliverables and outputs. No one shall utilise 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 Commission, without the express written consent of the Commission. The Consultant shall be bound to hand-over all final deliverables and output produced for this assignment to the Commission before the expiry of the contract, and before the final payment is released by the Commission. The electronic data and back-up on servers / other media and working papers as a part of internal process of M/s ..... (name of firm) shall continue to remain property of M/s..... (name of firm).

**15 CONFLICT OF INTEREST:**

The Consultant appointed by the Commission, shall in no case represent or give opinion or

advice on the specific matters covered in the ToR simultaneously or concurrently to any regulated entity of the Commission. The Consultants shall inform the Commission their existing assignments with the regulated entities which may have bearing on the regulatory advice covered by this ToR. In this regard, M/s .....(name of firm) shall observe strict policies to prevent any conflict of interest situations by implementing suitable Chinese walls and ethical walls between teams working on different assignments.

## **16 OPERATION OF THE CONTRACT:**

- (i) After entering into a Contract for work, as and when needed, the consultancy firm would be engaged for specific tasks.. The detailed work plan, and dates for the milestones for monitoring progress of various works shall be discussed and finalised. The required mandays and time lines shall be finalised at the time of assigning the task. All such decisions would be taken after discussing the matter with the Project Director.
- (ii) The Consultants named in the proposal shall be actually available for carrying out the work.
- (iii) The bidder will be allowed for substitution of resource person due to incapacitation of key professional staff for reasons of health, leave or resignation from services. The bidder can also request for addition or augmentation of resources. The substitution and addition of resources will be evaluated based on evaluation criteria followed at the time of original bidding. Rate for the substitution and additional resources will be fixed on the basis of their qualification, experience and technical score and rates will be decided on pro-rata basis in consistent with original resources approved for the bidder. Prior approval is necessary for any substitution or addition of resource persons.
- (iv) The Commission shall not be responsible for any accidents occurred at the time of execution of the works under this assignment.

## **17 Liquidated damages:**

- i. For delay : If the Consultant fails to complete the allotted work within the prescribed time period, the Commission may levy liquidated damages at the rate of 10 % of the cost of assignment or higher, as it may deem fit.
- ii. For errors / mistakes : If the Consultant commits any errors / mistakes except typographical error in the allotted work, the Commission may levy liquidated damages at the rate of 10 %of the cost of assignment or higher, as it may deem fit.

## **18 TERMINATION OF CONTRACT:**

The Commission may terminate the contract in the following circumstances: that

- (i) the Consultant is unable to address the assigned works,
- (ii) the quality of the assigned works is not to the satisfaction of the Commission
- (iii) the Consultant fails in timely achievement of the milestones as finally set by the Commission.
- (iv) the Consultant commits any material or persistent breach of its obligations under the contract and which, in case of a breach capable of remedy, has not been remedied within 30 days of intimation, or
- (v) Team members of the Consultant are found lacking in honesty and integrity;
- (vi) The Consultant becomes insolvent.
- (vii) The Commission reserves the right to terminate the contract, by giving fifteen days' notice to the Consultant. In such event, the Contract Security Deposit will stand forfeited.
- (viii) The termination of this contract shall be effected by written notice served on the Consultant and shall take effect on completion of 30th day of delivery of such notice. The termination will be without prejudice to either party's rights accrued before termination. In the event of such termination of Contract, Security Deposit shall stand forfeited.
- (ix) **Governing law:** The contract shall be governed by and construed in accordance with the laws of the Republic of India.
- (x) The consultant may terminate the agreement by giving at least 30 days notice. The termination may be accepted on completion of ongoing assignments or as decided on the basis of nature of work to be completed.

## **19 ARBITRATION:-**

All disputes, differences, claims and demands arising under the contract shall be referred to the arbitration of a sole arbitrator, under the Arbitration and Conciliation Act, 1996, to be appointed by Commission only. All arbitrations shall be held only in Kolkata. Before going to arbitrator, time of at least 45 days should be considered for resolving the conflict amicably. And that the Arbitrator will be appointed with consent of both parties.

## **20 LEGAL JURISDICTION:-**

All legal disputes are subject to the jurisdiction of Kolkata Courts only.

## **21 OTHER TERMS AND CONDITIONS**

All other terms and conditions as mentioned in tender documents shall be applicable.

SIGNATURE OF M/S..... :

SIGNATURE OF WBERC AUTHORITY :

**Annexure – IV**  
(FORMAT)

**CONTRACT SECURITY DEPOSIT**

To  
The Secretary,  
West Bengal Electricity Regulatory  
Plot No: AH/5 (2nd & 4th Floor) Premises No:  
MAR 16-1111, Action Area – 1A, Newtown,  
Rajarhat, Kolkata – 700163

WHEREAS .....(Name of agency / firm) hereinafter called "the firm" has undertaken assignment of Contract No.....dated. ....to assist WBERC in the matter of technical related works as per Para 2 of the Contract ..... (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the firm shall furnish you a bank Guarantee by a Nationalised / Scheduled bank for the sum specified therein as security for compliance performance obligations of the firm in accordance with the Contract.

AND WHEREAS we have agreed to give guarantee for the performance obligations of the firm.

THEREFORE WE, ....., (Bank's name and address) hereby affirm that we are Guarantors and responsible to you, on behalf of the firm, up to a total of Rs. 5,00,000/- (Rupees Five Lakh Only) and we undertake to pay you, upon your first written demand, declaring the firm to be in default of the contract and without cavil or argument, any sums within the limit of Rs. 5,00,000/- as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

This guarantee shall remain valid until the end of the .....day of....., 20....., for acceptance of your claims in the matter.

Signature and Seal of Guarantors

-----

Address .....

Date .....